DEPARTMENT OF HOMELAND SECURITY RECORD OF COORDINATION AND APPROVAL	Control Number: 100422a

Subject: Approval for Multimedia Project

Podcast—Finding Freedom: Human Trafficking and Modern Slavery:
Proposed interview questions for the audio-only podcast are listed below. The original podcast invitation is attached to this request. We also welcome changes to the proposed questions and offer (b)(6) and/or DHS review of the final produced audio prior to its release for any further changes.

- Can you share a bit about your background? What does your section at DHS do?
- Can you share an experience or investigation that has stayed with you and drives your work?
- What does a typical investigation look like using digital forensics tools?
- How are CSAE and organized crime connected?
- What trends do you see currently in online child exploitation? How are you or others addressing those challenges?
- How do the national and international legislative environments contribute to successes and failures in combating CSAE?

Person to Contact on Attached	
Name/Office Brandon Montgomery Director, Office of Multimedia	Telephone (b)(6)

Explanation:
NOTE: THE CONCURRENCE SLIP IS MERELY A METHOD TO IDENTIFY THAT THE APPROPRIATE INDIVIDUALS HAVE APPROVED PARTICIPATION IN THIS PROJECT. THIS CONCURRENCE SLIP SERVES AS NOTICE THAT THE PRODUCTION HAS BEEN REVIEWED INTERNALLY AND AT THIS TIME PARTICIPATION HAS BEEN APPROVED. THE DHS MULTIMEDIA AGREEMENT WILL BE SIGNED BY THE DHS ASSISTANT SECRETARY FOR PUBLIC AFFAIRS.

RELEASED FOR COORDINATION

Title	Signature	10/04/22	DEADLINE DATE FOR COORDINATION 10/10/22
Brandon Montgomery, Director, Office of Multimedia	(b)(6)		

Office	Signature	Date	Concur *APPROVE participation with this project*		*Has been reviewed. Please list those individuals.*
			No comment	Comment	
ICE OPA: (b)(6)	(b)(6)		✓		
ICE OPA: (b)(6)					
ICE HSI EAD: (b)(6)		10/6/2022	✓		
Information Only: ICE HSI Chief of Staff					
Information Only: DHS OPA Assistant Secretary					
Information Only: DHS (b)(6)					
Information Only: DHS DHS OGC IP					

Comments: *No Department of Homeland Security participation will be officially authorized until the DHS Multimedia Agreement is signed.*

After review and signing: scan and return to Brandon Montgomery, Office of Multimedia	Telephone: (b)(6)
(b)(6)	

DEPARTMENT OF HOMELAND SECURITY RECORD OF COORDINATION AND APPROVAL	Control Number: 031422a

Subject: Approval for Multimedia Project **Dinosaur Trade *documentary* All3Media (streaming services TBD):** In this 3-part documentary series, they unearth the extraordinary intersection of science, business and crime in the shady world of fossil trading. There is an international network that facilitates the illegal excavation, movement, and sale of dinosaurs. They'll immerse in the fascinating subculture: where scientists battle eccentrics and fossil traders work with smugglers. It's a world enabled by hazy international laws. For this project, they would like background information on HSI.	Person to Contact on Attached Name/Office Brandon Montgomery Director, Office of Multimedia	Telephone (b)(6)

Explanation:
NOTE: THE CONCURRENCE SLIP IS MERELY A METHOD TO IDENTIFY THAT THE APPROPRIATE INDIVIDUALS HAVE APPROVED PARTICIPATION IN THIS PROJECT. THIS CONCURRENCE SLIP SERVES AS NOTICE THAT THE PRODUCTION HAS BEEN REVIEWED INTERNALLY AND AT THIS TIME PARTICIPATION HAS BEEN APPROVED. THE DHS MULTIMEDIA AGREEMENT WILL BE SIGNED BY THE DHS ASSISTANT SECRETARY FOR PUBLIC AFFAIRS.

RELEASED FOR COORDINATION

Title	Signature	03/14/22	DEADLINE DATE FOR COORDINATION
Brandon Montgomery, Director, Office of Multimedia	Brandon A. Montgomery		

Office	Signature	Date	Concur *APPROVE participation with this project*		Non-concur *Request that DHS not approve participation with those individuals.*
			No comment	Comment	
(b)(6)	(b)(6)		03/23/22		
ICE OPA: (b)(6)			3/16/2022		
HSI EAD (b)(6)					
** COS- HSI: FYI ONLY					
Information Only: DHS Assistant Secretary					
Information Only: DHS COS Tammy Howard					
Information Only: DHS OGC-IP					

Comments: *No Department of Homeland Security participation will be officially authorized until the DHS Multimedia Agreement is signed.*
*** Informational only*

After review and signing: scan and return to Brandon Montgomery, Office of Multimedia (b)(6)	Telephone: (b)(6)

(b)(6)

Homeland Security

LICENSE AND RELEASE
(Multimedia Agreement)

WGBH Educational Foundation

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security of 245 Murray Lane, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to WGBH Educational Foundation ("GBH"), having a principle place of business at One Guest Street, Boston, MA 02534, to film and record portions of ANTIQUES ROADSHOW and DETOURS (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. *To film and record interview(s) with employees of DHS regarding gold ingots which appeared on ANTIQUES ROADSHOW in 1999, were seized by ICE and subsequently turned over to the French government for inclusion in episodes of ANTIQUES ROADSHOW and DETOURS.* The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. The SCENES are defined as the recorded filming and audio recording by COMPANY, on a mutually agreeable date between DHS and COMPANY for the PURPOSE. COMPANY proposes **June 21, or 22, 2022.** The SCENES will be used as part of the shows, ANTIQUES ROADSHOW and DETOURS.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization and in compliance with the policies of DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that disparages DHS.

g. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

h. COMPANY will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed, which acknowledgement will be commensurate with those of other contributors to ANTIQUES ROADSHOW and DETOURS.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT and provide feedback to ensure compliance with the terms of this Agreement.

b. COMPANY, shall provide DHS an opportunity to watch a rough cut version of ANY SCENE WHEREAS DHS OR ITS AGENCY/IES ARE SHOWN OR DEPICTED (the "ROUGH CUT") to allow DHS to confirm that the edited version is in compliance with this AGREEMENT (i.e., that the CONTENT does not reveal any law enforcement sensitive or operational security or personal identifiable information, disparage DHS and does not constitute or otherwise imply an endorsement of any product or service by DHS). DHS shall provide its feedback to PRODUCTION within three (3) business days of receiving the ROUGH CUT. The ROUGH CUT may be provided in a secure format. DHS will conduct its review in a manner that respects privacy or disclosure requirements required by the production.

c. If the CONTENT continues to violate the AGREEMENT after receipt of DHS's feedback of the ROUGH CUT, DHS shall withdraw its approval.

Notwithstanding this Section 4. Once DHS has approved the filming of the CONTENT, it will only review or provide feedback for any SCENES based on accuracy and compliance with this Agreement and not for any other editorial reason.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as the CONTENT is used by COMPANY pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee recorded and depicted in the CONTENT must provide verbal approval (which shall be recorded) to be recorded as part of his or her official duties and such approval shall be deemed to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

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c. Each recognizable, individual DHS employee shall additionally provide a separate signed DHS Appearance Release to COMPANY for use of the DHS employee's quote, statement or image included in the CONTENT.

d. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project; (ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

BRANDON A ALVAREZ MONTGOMERY
Digitally signed by BRANDON A ALVAREZ MONTGOMERY
Date: 2022.06.13 11:42:48 -04'00'

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date:

On behalf of WGBH Educational Foundation

DocuSigned by:
(b)(6)

By: (b)(6)
Title: Vice President and General Counsel
Date: 6/9/2022

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DHS MULTIMEDIA AGREEMENT
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
Kurtis Productions

Exhibit A

1. Effective Date. 2/15/22

2. Parties.

Kurtis Productions, Ltd.
400 W. Erie Street, Suite 500
Chicago, IL 60654

Contact: (b)(6)

(b)(6)

a. Department of Homeland Security ("DHS")
Office of Public Affairs

Contact: Brandon Montgomery, Director, Office of Multimedia Liaison Office

(b)(6)

3. Pre-Existing Agreement. PRODUCER has read and agrees to be bound by the terms of an agreement dated **05/13/2019** between the Department of Homeland Security and **Kurtis Productions** (the "Agreement").

4. Amendment of Existing Articles I and II of the Agreement. Article I and Article II of the pre-existing Agreement dated **05/19/2019** are hereby amended to:

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself and the following component agencies: **DHS ICE Homeland Security Investigations**. This Agreement expresses the terms and conditions under which DHS will provide COMPANY with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of any DHS Components, in connection with the COMPANY's productions that feature DHS (hereinafter, collectively "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.0 Scope of Production

A. Production will include a television episode for the CNBC series, "American Greed."

B. SPECIAL will be a single 1 hour television episode that will air as part of COMPANY's preexisting "American Greed" television programming on CNBC.

C. This episode will be a part of the SERIES for "American Greed" on CNBC.

D. This Episode is # 209 in the series, "American Greed."

E. The SPECIAL and the SERIES will feature DHS components such as the Homeland Security Investigations.

F. The working title of SPECIAL will be "American Greed, Episode 209."

G. The working title of SERIES will be "American Greed."

5. Production. The parties agree that the television productions SPECIAL and SERIES as described below are "Production" with respect to the Agreement.

a. **Type of Production.** Television Documentary.

b. **Description of Production.**
i. ☐ A single stand alone Program.

ii. ■ A series of Programs or episodes (unless otherwise specified, "Program" as used in this Agreement includes a series or individual episodes).

Program Title or Individual Episode Titles	**Duration**
• **SERIES: American Greed**	
• Episode 209 (Ayvazyan)	Hour long format

c. **Production Number(s).**
- **American Greed, Hour 209**

d. **Production Treatment or Outline.** By signing below, DHS confirms that the Production Treatment or Outline constitutes Approved Materials for the following productions:

A. SPECIAL
i. ☐ Attached.
ii. ☐ Sent separately.

B. SERIES
i. ☐ Attached.
ii. ☒ Sent separately.

6. Acknowledgement of DHS Instruction 109-01-001. PRODUCER has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.

7. Full Force and Effect: Except as amended by this Production Description, the Agreement shall continue in full force and effect in accordance with the provisions thereof in effect on the date of execution and delivery of this Production Description.

Acknowledged and agreed:

KURT	**DEPARTMENT OF HOMELAND SECURITY**
By: (b)(6)	By: _____
Print Name: (b)(6)	Print Name: Brandon A. Montgomery
Title: Executive Producer	Title: Director, DHS OPA Multimedia_

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DHS MULTIMEDIA AGREEMENT
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
Kurtis Productions

Exhibit A

1. Effective Date. 02/14/2022

2. Parties.

Kurtis Productions, Ltd.
400 W. Erie Street, Suite 500
Chicago, IL 60654

Contact: (b)(6)

(b)(6)

a. Department of Homeland Security ("DHS")
Office of Public Affairs

Contact: Brandon Montgomery, Director, Office of Multimedia Liaison Office

(b)(6)

3. Pre-Existing Agreement. PRODUCER has read and agrees to be bound by the terms of an agreement dated **05/13/2019** between the Department of Homeland Security and **Kurtis Productions** (the "Agreement").

4. Amendment of Existing Articles I and II of the Agreement. Article I and Article II of the pre-existing Agreement dated **05/19/2019** are hereby amended to:

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself and the following component agencies: **DHS ICE Homeland Security Investigations**. This Agreement expresses the terms and conditions under which DHS will provide COMPANY with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of any DHS Components, in connection with the COMPANY's productions that feature DHS (hereinafter, collectively "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.0 Scope of Production

A. Production will include a television episode for the CNBC series, "American Greed"

B. SPECIAL will be a single 1 hour television episode that will air as part of COMPANY's preexisting "American Greed" television programming on CNBC.

C. This episode will be a part of the SERIES for "American Greed" on CNBC.

D. This Episode is #209 in the series, "American Greed"

E. The SPECIAL and the SERIES will feature DHS components such as the Homeland Security Investigations.

F. The working title of SPECIAL will be "American Greed, Hour 209"

G. The working title of SERIES will be "American Greed"

5. Production. The parties agree that the television productions SPECIAL and SERIES as described below are "Production" with respect to the Agreement.

a. **Type of Production.** Television Documentary.

b. **Description of Production.**
i. ☐ A single stand alone Program.

ii. ■ A series of Programs or episodes (unless otherwise specified, "Program" as used in this Agreement includes a series or individual episodes).

Program Title or Individual Episode Titles	**Duration**
• **SERIES: American Greed**	
• ___Episode 209 __	Hour long format

c. **Production Number(s).**
- **American Greed, Hour 209**

d. **Production Treatment or Outline.** By signing below, DHS confirms that the Production Treatment or Outline constitutes Approved Materials for the following productions:

A. SPECIAL
i. ☐ Attached.
ii. ☐ Sent separately.

B. SERIES
i. ☐ Attached.
ii. ☒ Sent separately.

6. Acknowledgement of DHS Instruction 109-01-001. PRODUCER has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.

7. Full Force and Effect: Except as amended by this Production Description, the Agreement shall continue in full force and effect in accordance with the provisions thereof in effect on the date of execution and delivery of this Production Description.

Acknowledged and agreed:

KURTIS PRODUCTIONS

By: (b)(6)

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)

2/17/22

Print Name: (b)(6)

Title: Executive Producer

Print Name: Brandon A. Montgomery

Title: Director, DHS OPA Multimedia

REL0000115567

DHS MULTIMEDIA AGREEMENT
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
VICE MEDIA, LLC

Exhibit A

1. Effective Date. **03/07/2022**

2. Parties.

a. Company name here ("PRODUCER")
___589 Venice Blvd_____
____Los Angeles, CA_____

Contact: Name (b)(6)
Tel: (b)(6)
Fax: _____
Email: (b)(6)

b. Department of Homeland Security ("DHS")
Office of Public Affairs

Contact: Brandon Montgomery, Director, Office of Multimedia Liaison Office

Email:

3. Pre-Existing Agreement. PRODUCER has read and agrees to be bound by the terms of an agreement dated **06/08/2015** between the Department of Homeland Security and **VICE MEDIA, LLC** (the "Agreement").

4. Amendment of Existing Articles I and II of the Agreement. Article I and Article II of the pre-existing Agreement dated **06/08/2015** are hereby amended to:

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself and the following component agencies: **DHS ICE HOMELAND SECURITY INVESTIGATIONS.**. This Agreement expresses the terms and conditions under which DHS will provide COMPANY with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of any DHS Components, in connection with the COMPANY's productions that feature DHS (hereinafter, collectively "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.0 Scope of Production

~~A. Production will include a television special (hereinafter "SPECIAL") and/or a weekly television program (hereinafter "SERIES").~~

~~B. SPECIAL will be a single 1 to 2 hour television episode that will air as part of COMPANY's preexisting COPS television programming on Spike TV.~~

REL0000115568

Homeland Security

LICENSE AND RELEASE
"KNOCK AT THE CABIN"

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security at 2707 Martin Luther King JR AVE, SE, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to **Vacation Home Productions, LLC**, having a principle place of business at **18 Campus Blvd., Suite 100, Newtown Square, PA 19073** ("COMPANY"), to film portions of COMPANY's motion picture presently entitled "KNOCK AT THE CABIN" (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. **The scene shows survivors of a natural disaster lining up at a FEMA relief site.** ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. The scenes are defined as the recorded filming by COMPANY, on or about **May 2022** for the PURPOSE. The recorded filming will be used as part of the Project.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that disparages DHS.

g. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

h. COMPANY will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT onsite and provide feedback to ensure compliance with the terms of this Agreement.

b. Production will provide photographs of the costumed uniforms, any visual identities and vehicle recreations to DHS Multimedia and for review of authenticity and accuracy. Or, use provided uniforms to be managed and maintained by DHS staff onsite.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as COMPANY, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

b. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project; (ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

REL0000115569

On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 5-3-2022

On behalf of VACATION HOME PRODUCTIONS, LLC

(b)(6)

By:
Title: Co-Producer
Date: 5/2/22

REL0000115569

HQ 2022

Homeland Security

LICENSE AND RELEASE

Lecticon, Inc. – First Responder Mental Health Support

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security at 2707 Martin Luther King JR AVE, SE, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to Lecticon, Inc.(dba Blunovus), having a principle place of business at 12244 S Business Park Drive, Suite 240, Draper, UT 84020, to film portions of First Responder Mental Health Support (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. *To film Brandon Crane talking about his mental and emotional experience being a first responder*. The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. The scenes are defined as the recorded filming by Lecticon, in November 2022 for the PURPOSE. The recorded filming will be used as part of a library of content provide to first responders to provide support.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization and in compliance with the policies of DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that disparages DHS.

g. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

h. COMPANY will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT and provide feedback to ensure compliance with the terms of this Agreement.

b. COMPANY, shall provide DHS an opportunity to watch a rough cut version of ANY SCENE WHEREAS DHS OR ITS AGENCY/IES ARE SHOWN OR DEPICTED (the "ROUGH CUT") to allow DHS to confirm that the edited version is in compliance with this AGREEMENT (i.e., that the CONTENT does not reveal any law enforcement sensitive or operational security or personal identifiable information, disparage DHS and does not constitute or otherwise imply an endorsement of any product or service by DHS). DHS shall provide its feedback to PRODUCTION within three (3) business days of receiving the ROUGH CUT. The ROUGH CUT may be provided in a secure format. DHS will conduct its review in a manner that respects privacy or disclosure requirements required by the production.

c. If the CONTENT continues to violate the AGREEMENT after receipt of DHS's feedback of the ROUGH CUT, DHS shall withdraw its approval.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as COMPANY, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee recorded and depicted in the CONTENT must provide verbal approval to be recorded as part of his or her official duties and such approval shall be deemed to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

c. Each recognizable, individual DHS employee may additionally provide a separate signed DHS Appearance Release to COMPANY for use of the DHS employee's quote, statement or image included in the CONTENT.

d. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project;

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(ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 11-3-22

On behalf of Lecticon, Inc.

(b)(6)

By
Title: CEO
Date: November 8, 2022

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CBP

Homeland Security

LICENSE AND RELEASE
ECOCULT, LLC

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security of 245 Murray Lane, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to (b)(6) **FOUNDER OF ECOCULT, LLC**, having a principle place of business **263 SOUTH 4TH STREET #110548 BROOKLY, NY 11211**, to USE THE U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, in accordance with the terms of this Release and License ("AGREEMENT") and published by PENGUIN RANDOM HOUSE.

1. Purpose. A visit to the Newark port to observe and record in a forthcoming nonfiction book the process of receiving and inspecting shipments of fashion, with special regard to hazardous chemicals. The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS, for the PURPOSE.

b. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the IMAGES WILL BE USED with proper DHS authorization and in compliance with the policies of DHS Management Directive No. 109-01

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the COMPANY and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the PUBLICATION will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the PUBLICATION, will not be used in a manner that disparages DHS.

On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 7-26-2022

On behalf of EcoCult, LLC

(b)(6)

By:
Title: Founder
Date: July 26, 2022

DHS RELEASE

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4. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as COMPANY, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

5. Copyright and Right of Publicity

a. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

b. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project; (ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

6. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

7. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

8. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 7-15-2022

On behalf of GRINDSTONE ENTERTAINMENT GROUP, LLC

(b)(6)

Title: President & CEO
Date: July 12, 2022

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DHS IA 2021

Homeland Security

LICENSE AND RELEASE

Pineapple Street Media, LLC; "Untitled January 6th Podcast"

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security of 245 Murray Lane, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to Pineapple Street Media, LLC (the "COMPANY"), having a principle place of business at 81 Willoughby Street, Suite 801 Brooklyn, NY 11201 to film portions of the production presently entitled, "Untitled January 6th Podcast" (the "PROJECT") in accordance with the terms of this Release and License (the "AGREEMENT").

1. Purpose. *To record an interview with John Cohen, Assistant Secretary for Counterterrorism and Threat Prevention for the PROJECT.* The foregoing shall also be referred to as the purpose (the "PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. "SCENES" is defined as the recorded audio and/or filming by COMPANY, on DECEMBER 7, 2021, for the PURPOSE. The recorded audio and/or filming will be used as part of the PROJECT.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

d. "DIRECTIVE" is defined as DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions and on a non-precedential basis:

a. COMPANY agrees, and DHS acknowledges, the filming and/or recording will occur with proper DHS authorization and in compliance with the policies of the DIRECTIVE. Notwithstanding the foregoing, should a conflict arise between the terms of the DIRECTIVE and this AGREEMENT, the terms of this AGREEMENT will control.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed as part of the Project and for any incidental publicity or promotion thereof.

d. That the CONTENT will not be used or displayed, for any purpose, other than those contemplated by this AGREEMENT, without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be used in context with the PROJECT.

f. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Project, or create a joint venture (or similar relationship) between the parties.

e. COMPANY will acknowledge DHS' participation in the recording and/or filming of the CONTENT in the CONTENT credits.

4. Review. On a non-precedential basis, DHS acknowledges and agrees that it will not review or approve the CONTENT prior to publication of the PROJECT. Notwithstanding the foregoing, COMPANY will provide DHS with a final transcript of the CONTENT following publication of the PROJECT.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as the CONTENT is used pursuant to the terms of this AGREEMENT.

5. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee recorded and depicted in the CONTENT must provide verbal approval to be recorded as part of his or her official duties and such approval shall be deemed to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. The appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, certain intellectual property rights to their image, voice and likeness (expressly excluding those identified in Section 5.d. below), are owned by the United States Government through the United States Department of Homeland Security.

c. Each recognizable, individual DHS employee will provide a separate signed DHS Appearance Release to COMPANY for use of the DHS employee's quote, statement, audio recording, filming, or image included in the CONTENT.

d. DHS acknowledges and agrees that all intellectual property rights in the CONTENT and the Project, and including, without limitation, all associated audio, film, and/or promotional materials containing the image, voice and likeness of any recognizable DHS employee and/or the CONTENT in whole or in part, shall be and shall remain the sole property of COMPANY, including, but not limited to, all perpetual rights throughout the universe to (i) use, re-use or not use any or all of the CONTENT in the Project; (ii) edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT and/or all associated audio, film, and/or promotional materials in the Project.

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8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

[*Signatures on following page*]

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On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 1-4-2022

On behalf of Pineapple Street Media, LLC

(b)(6)

By: (b)(6)
Title: Co-Founder, Pineapple Street Media
Date: January 4, 2022

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On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 7-15-2022

On behalf of PRODUCTION COMPANY NAME

(b)(6) for Centerboro Productions 7-15-2022

By: (b)(6)
Title: Producer
Date: 7-15-2022

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effect, but consideration may be a factor in a specific revision to the Agreement. Revisions shall be in writing. In the event any portion of this Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

Article X – Notices

Any notice to be given hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, to the parties at the following addresses or at such address as the respective parties may from time to time designate in writing:

FOR DHS: (DHS Representative)

Department of Homeland Security
Office of Public Affairs

FOR COMPANY:

(b)(6)
2408 S Culpeper St.
Arlington, VA 22206

APPROVAL OF AGREEMENT

The undersigned parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and COMPANY, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)
DHS OPA Director of Multimedia

3-30-2022
(Date)

COMPANY

By: /s/ (b)(6)

3/30/2022
(Date)

Title: Professor, Marine Corps University-Command and Staff College

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d. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project; (ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Assignment. COMPANY shall have the right to freely assign this AGREEMENT and all of the rights granted to COMPANY hereunder.

10. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

(b)(6)

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date: 4-18-22

On behalf of Chinle Project, LLC

(b)(6)

Title: EIC
Date: 04.15.22

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FLETC 2022

Homeland Security

LICENSE AND RELEASE
"The Brave" // Concordia Productions, LLC

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security at 2707 Martin Luther King JR AVE, SE, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to Chinle Project, LLC, having a principal place of business at 537 Venezia Ave, Venice, CA 90291, to film portions of "*The Brave*" (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. *To film at the Federal Law Enforcement Training Center (the "FLETC") in Artesia, New Mexico.* The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE for use in the Project.

b. The scenes are defined as the recorded filming by Concordia Productions, LLC, currently anticipated to be **May 8-13, 2022**for the PURPOSE. The recorded filming will be used in the Project.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization (which is deemed granted by this release) and in compliance with the policies of DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for publicity, marketing, advertising, and promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose other than as set forth herein without obtaining prior written consent from DHS.

e. That the CONTENT included in the Project will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that defames DHS.

f. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

g. COMPANY will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed, subject to approval by the applicable distributor.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT and provide feedback to ensure compliance with the terms of this Agreement.

b. COMPANY, shall provide DHS an opportunity to watch a rough cut version solely of ANY SCENE WHEREAS DHS OR ITS AGENCY/IES ARE SHOWN OR DEPICTED (the "ROUGH CUT") to allow DHS to confirm that the edited version is in compliance with this AGREEMENT (i.e., that the CONTENT does not reveal any law enforcement sensitive or operational security or confidential personal identifiable information, defame DHS and does not constitute or otherwise imply an endorsement of any product or service by DHS). DHS shall provide its feedback to PRODUCTION within three (3) business days of receiving the ROUGH CUT (provided DHS shall use reasonable efforts to expedite review for production exigencies, upon notice by COMPANY). The ROUGH CUT may be provided in a secure format. DHS will conduct its review in a manner that respects privacy or disclosure requirements required by the production. Nothing contained herein shall be construed to grant DHS a creative or editorial approval right; such approval shall be limited to confirm compliance with the terms of this AGREEMENT.

c. If the CONTENT continues to violate the AGREEMENT after receipt of DHS's feedback of the ROUGH CUT, and, upon DHS's notice to COMPANY, COMPANY fails to cure the violation after a reasonable period of time, DHS shall withdraw its approval.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as COMPANY, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee recorded and depicted in the CONTENT must provide verbal approval to be recorded as part of his or her official duties and such approval shall be deemed to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. DHS recognizes that while certain aspects of production are subject to copyright protection (including the Project and any element thereof), the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security. Notwithstanding the foregoing, nothing contained herein shall limited or otherwise derogate from COMPANY's copyright ownership in and to the Project (including the appearance of any cleared DHS employee contained therein).

c. Each recognizable, individual DHS employee may additionally provide a separate signed DHS Appearance Release to COMPANY (which DHS will use good faith efforts to assist COMPANY in obtaining) for use of the DHS employee's quote, statement or image included in the CONTENT.

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DHS MULTIMEDIA AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND MEMENTO PRODUCTIONS

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself (hereinafter, Agreement collectively "DHS") and MEMENTO PRODUCTIONS (hereinafter "Company" or "the Company"). This expresses the terms and conditions under which DHS will provide the Company with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS Visual Identities[1], in connection with the Company's production with the working title of **"750 000 predators connected to our children : the scourge of online child sexual abuse"** and ARTE (hereinafter "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.1 Company's Responsibilities.

A. Company will undertake the following:

i. Acknowledge it has read, understood, and accept the requirements of the DHS Instruction 109-01-001, Instruction on the Participation of the Department of Homeland Security with Film and Television Productions, and DHS Multimedia Guidelines for Filming ("DHS Instruction 109-01-001").

ii. Submit for DHS review, through the representative that DHS designates for this Production or their designee ("DHS Representative"), the proposed pilot and/or series shooting schedule, treatment, and outline of the Production. If approved, DHS will issue a written authorization regarding the shooting schedule, treatment and/or outline of the Production ("Approved Production").

iii. Submit in writing to DHS any proposed changes to the shooting schedule, treatment or outline. Revisions to the shooting schedule, treatment or outline must be approved in writing by DHS before the revision can be implemented. However, once principal photography of the Production has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent revisions of the shooting schedule, treatment or outline. Any changes made pursuant to such verbal approval will thereafter be confirmed in writing by the Company and signed by the DHS Representative before the Production is first aired or first released for public consumption.

[1] "DHS Visual Identities," as used in this Agreement, means the DHS or DHScomponent name, initials, seal, insignia, trademarks, collective membership marks, trade dress or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

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iv. Submit written requests to the DHS Representative for permission to use any DHS Visual Identities that extend beyond the normal presence or appearance of those Visual Identities during "routine filming." DHS Visual Identities are considered to appear during "routine filming," or areconsidered "routinely filmed," when they appear in the Production on DHS uniforms, on/in DHSvehicles, or in any DHS-controlled area of a facility that DHS has authorized to be filmed. DHS hereby grants the Company the right to use such routinely filmed DHS Visual Identities material, without further approval from DHS, in the Production itself, and in connection with the Production, through its advertisements, promotions, publicity, marketing and other material relating to the Production. As stated above, any use of DHS Visual Identities that extend beyond their normal presence or appearance duringroutine filming must be requested in writing to the DHS Representative. However, once principal photography of the Project has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent usages of DHS Visual Identities. Any such verbal approval will thereafter be confirmed in writing by Company and signed by the DHS Representative before the Production is first aired or first released for public consumption. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the company in identifying DHS Visual Identities in advance.

v. Provide DHS, through the DHS Representative, with a viewing of a roughly edited but essentially final version of each episode at a stage in editing when changes can be accommodated ("Rough Cut"), solely to allow DHS to confirm: (1) the usage and depiction of DHS Visual Identities is in accordance with this Agreement and conforms to that represented in the Approved Production; (2) the Production contains no material factual inaccuracies (including displays, acts, or verbal statements that can be proven false by other official DHS documentation) referencing DHS; and (3) the Production does not disclose information which is restricted from disclosure by law, or written DHS policy, including but not limited to classified information, law enforcement or operationally sensitive information, commercial or financial information subject to the Freedom of Information Act (FOIA), Trade Secrets Act, or privacy sensitive information as stated in Paragraph2.3.

vi. Make conforming changes, as DHS requires, so that DHS can approve the Rough Cut pursuant to Paragraph 2.1(A)(v) above. Such approval will not be unreasonably withheld. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Rough Cut within 5 business days, 8-5 pm (EST) excluding holidays, of receipt of the Rough Cut, subject to review of information described in Paragraph 2.1(A)(v).DHS will be granted 5 business days to review each Rough Cut. If DHS is provided multiple Rough Cuts at the same time, the 5 business-day period for review begins for each Rough Cut when a prior Rough Cut has been provided, reviewed and cleared by DHS. Any further extensions for review may be negotiated between the Parties. Company will give DHS ample notice as to when the Rough Cut will arrive for review. In the event ofa disagreement, DHS's decision(s) is binding and final with respect to its sole determination that information described in Paragraph 2.1(A)(v) is not used or depicted absent DHS' prior written consent. In the event of disagreement, DHS and The Company will seek to resolve the Dispute under Article VI of this Agreement.

vii. Permit DHS, through the DHS Representative, to view the "Final Cut" of each episode/documentary film of each Production solely to ensure that no information in Paragraph 2.1(A)(v) was disclosed. Company should notify, and point to, DHS of any footage added between the Rough Cut and Final Cut to ensure that no information in Paragraph 2.1(A)(v) was disclosed.The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. DHS shall be given an opportunity to review all "Final Cuts" until it has reached "Lock Cut" prior to being delivered to the Distributor. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Final Cut(s) within 3

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business days, 8-5 pm (EST) excluding holidays, of receipt of the Final Cut(s), subject to review of information described in Paragraph 2.1(A)(v). If DHS is provided multiple Final Cuts at the same time, the 3 business-day period for review begins for each Final Cut when a prior Final Cut has been provided, reviewed and cleared by DHS. Any further extensions for review may be negotiated between the Parties. Company will give DHS ample notice as to when the Final Cut will arrive for review. Such approval of the Final Cut(s) will not be unreasonably withheld. However, in the event of a disagreement, DHS's decision(s) is binding and final with respect to its sole determination that the above-mentioned three (3) Final Cut criteria have been faithfully satisfied.

viii. Adhere to government-wide laws, regulations and policies with respect to access to and use of Government property, including all established ethics, safety, and conduct standards. DHS will notify Company of any specific DHS regulations or policies that are unique to access and/or use of a specific DHS facility and/or facilities or areas secured or under the control of DHS.

ix. Not impair the operational capability and readiness of DHS or its personnel.

x. Agree that all official activities of DHS personnel in assisting the production must be within the scope of normal DHS activities. Employment/use of off-duty DHS personnel in the Production must adhere to DHS Instruction 109-01-001.

xi. Ensure that newly created publicity materials, press releases, announcements, or similar promotional matters ("Promotional Materials") for network airing are approved in writing by DHS prior to any public disclosure, to the extent the Promotional Materials incorporate footage (or stills therefrom) from the Approved Production or footage (or stills therefrom) using and/or depicting DHS Visual Identities in conformity with the Approved Production, though such footage is not ultimately contained in the Approved Production as released. However, similar to viewing and approving the Rough Cut, Company agrees that any Promotional Materials that includes DHS personnel, facilities or Visual Identities, or referencing DHS, must be reviewed and approved by DHS, through the DHS Representative, such approval not to be unreasonably withheld. DHS will endeavor to provide comments, if any, to Company about Promotional Materials within 5 business days, 8-5 pm (EST) excluding holidays, of its receipt of Promotional Materials. Company will provide DHS still images from the production which may include artwork of or for the production.

xii. Permit DHS, through the DHS Representative, open access to and on the production sets or sites involving DHS personnel/assets/facilities, so that DHS may fully observe production efforts to ensure compliance with the terms of the Agreement and resolve any issues that arise regarding the Production or this Agreement.

xiii. Include the following wording in the end titles used in the Final Cut of the Production: *"All trademarks are the property of their respective owners. All trademarks used in this production is for identification purposes only. Use of these trademarks does not imply endorsement."* The inadvertent failure to include any or all such language shall not be deemed a material breach of this Agreement if promptly and reasonably remedied following Company's receipt of written notice of such failure.

xiv. After the Production broadcast, Company will provide DHS a copy of the aired version to the DHS Representative, as well as the final transcript or shooting script (as applicable) and narration outline, if such Promotional Materials were created. The aired version will be maintained and stored in DHS's archives and the National Archives in accordance with the Federal Records Act, and in conformance with any federal copyright laws.

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xv. When filming scenes on DHS-controlled property, or filming scenes involving DHS activities, Company must post prominent privacy notices where filming will occur. These notices must alert the public of the nature and purpose of the filming and provide alternatives to those persons who would be individually identifiable in any filming who do not wish to be filmed. If any persons, including DHS personnel or other third parties who are under DHS control, who are filmed and can be individually identified, Company is required to obtain a written release from such persons allowing their image and/or voice to be used in the production, and to provide such forms to the DHS Representative. DHS may provide or assist Company with necessary approvals or releases from DHS personnel through the DHS Appearance Release Form, as described in Section 2.2(e) below, and supplied as Attachment A to this MMA. Further, for any third-parties under the control of DHS, prior to filming, the Company will work with the DHS Representative to ensure that such individuals complete and sign any privacy waivers, if applicable, that are DHS required by Federal laws, regulations, and policies outlined in subsection 2.3 below. Finally, if applicable, prior to entering any third-party residence, Company is required to receive verbal consent from the individual who has an interest in the property to enter such residence, which is to be filmed on camera and provided to DHS at its request, and have such individual complete and sign a location release for the Company to film on or that individual's property, either prior to the Company entering the residence or later if verbal consent was given and filmed on camera. Company is required to provide all release forms to DHS. Company is liable to DHS for any costs, attorneys' fees, or any other direct, indirect, or consequential damages to DHS resulting from litigation due to actions arising from Company's failure to provide such forms, or any other actions that infringe on an individual's privacy rights.

2.2 DHS' Responsibilities. DHS will use reasonable efforts, within the law, to undertake the following:

a. Facilitate production by enabling reasonable access, as permitted by law and consistent with DHS policy and operational requirements, to: (1) DHS facilities and/or facilities maintained, controlled, or secured by DHS; (2) records, personnel, and DHS Visual Identities necessary to assist Company in completion of the Production.

b. Participate in media events related to the Production only as requested by Company and/or the Production's distributors. Producers are responsible for arranging with the network to provide promotional digital assets (trailers, images) to DHS at least one week prior to premier and/or launch date. In conjunction with agreement, DHS will not post such assets in advance of the network's scheduled promotion. Further, DHS will not disclose any DHS proposed Promotional Materials relating to the Production without Company's prior written approval in each instance.

c. Designate a DHS Representative to be made available to the Company to facilitate any necessary assistance and serve as a point of contact for all technical and other research for this Production. This includes scheduling interviews, tours, and film footage necessary for the research on this Production.

d. Provide reasonable assistance in finding appropriate DHS materials (including audio, video, transcripts, and/or photos) ("DHS Materials") to be incorporated into the Production. If the DHS Materials include an identifiable person, and using the DHS Materials for commercial purposes may infringe upon that person's right of privacy, to the extent the person is a current or former DHS personnel or a third party under DHS control, Company will work with the DHS Representative in identifying such person(s) and DHS will provide reasonable assistance to Company in obtaining permission from such person(s) for usage of the DHS Materials by the Company. Company will be solely responsible for obtaining permission from such person(s) for usage of the DHS Materials by the Company for all others that are not under DHS control. Company recognizes that only each identifiable person, and not DHS, has the right to waive their own privacy rights, and DHS will not

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attempt to unduly influence any identifiable person to waive their rights if they do not wish to do so. Company further recognizes that DHS does not permit likenesses of current DHS employees to be used to endorse commercial products (other than in connection with the Production).

e. Provide or assist with necessary approvals or releases from appropriate DHS personnel in connection with the use of the DHS Materials. Each DHS personnel appearing in the Production will affirmatively acknowledge, through the DHS Appearance Release, that they are appearing in an official capacity and all rights and liabilities associated with the employee's participation accrues to DHS as the employer. Company shall be provided individual signed copies of fully executed DHS Appearance Releases, the terms of which are incorporated herein by reference and included as Attachment A of this Agreement.

f. Subject to the provisions of this Agreement, review and reasonably approve the use and/or the depiction of DHS Visual Identities by Company in the Production and in promotions for the Production, cooperate with Company in a timely manner in reviewing Company's usage of and/or depiction of DHS Visual Identities and portrayal of DHS and DHSemployees.

g. Through the DHS Representative, determine the availability of DHS facilities and/or facilities maintained, controlled or secured by DHS for use in the Production. The DHS Representative, prior to

and during filming at any DHS location, will provide guidance and continued dialogue to assist the Company in identifying DHS Visual Identities and/or information subject to Paragraph 2.3.

h. Warrant that the DHS Representative working on the Production is empowered by DHS to give the approvals set forth in Article II and that the Company can rely upon such approvals with respect to the Production to the extent provided in accordance with the terms of this Agreement. DHS agrees that the DHS Representative will review, and where appropriate approve, in a timely fashion any changes to the shooting schedule and other revisions to the Approved Production, as well as any requests for use of the name, initials, seal or insignia of DHS and its components after principal photography of the Project has commenced.

2.3 Company is hereby notified that, unless authorized, DHS is prohibited from disclosing Privacy Act (5 U.S.C. § 552a) information (personally identifiable information) of United States citizens or non-United States citizens subject to the Judicial Redress Act or any other information protected from disclosure by regulation or law or DHS and/or DHS component policies, including, but not limited to, those protected by 8 C.F.R. § 208.6, 8 C.F.R. § 236.6 and 8 U.S.C. § 1367. DHS has until the commencement of filming to notify the Company of any DHS privacy policies that can affect any DHS personnel, former DHS personnel, or other third party under DHS control to befilmed. Therefore, unless authorized by DHS, including by way of privacy releases provided to DHS prior to filming, Company is also prohibited from viewing, filming, or disclosing any information subject to federal laws, regulations, and DHS policies cited herein and provided to Company.

Article III – Use of DHS Facilities, Goods, and Resources

3.1 If the Company requests use of facilities, goods, and/or resources, as a condition of DHS assistance, the Company agrees:

a. To indemnify and hold harmless DHS, its components, executives, officers, contractors, and employees, against any claims (including claims for personal injury and death, damage to property,

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and reasonable outside attorneys' fees) arising from the Company's shooting of the Production, to include the use of DHS property or other assistance in connection with the Production at any time, to include pre-production, post-production, and DHS-provided orientation and/or training.
b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DHS to protect its interests in the property involved; to provide proof of adequate industry standard liability insurance, naming DHS as an additionalinsured.

3.2 All activities taking place on DHS facilities will comply with applicable requirements, including, without limitation: safety, environmental, aircraft, building, vessel, and security standards that are provided to Company. Access to a DHS facility, and/or facilities or areas secured or under the control of DHS, is contingent upon compliance by the Company with DHS security program conditions. These include, but are not limited to:

(1) The possession of all proper individual identification documents (e.g., driver's license, passport with appropriate visas).

(2) The inspection of all equipment and vehicles at anytime.

(3) Production crew escort by designated official(s) throughout at all times, to include pre- production, post-production, and DHS-provided orientation and/ortraining.

(4) Production crew cooperation and compliance with the directions of these designated DHS official(s) concerning security and safety issues at alltimes.

(5) Submission by Company personnel, including but not limited to production crew, who will be given access to DHS facilities and/or facilities or areas secured or under the control of DHS, to a background check by DHS.

3.3 All costs associated with security program support during production activity will be borne by the Company and negotiated with the respective DHS facility security services contractor prior to the commencement of filming. The Company acknowledges that all DHS properties, including component facilities, are active government facilities at which assigned responsibilities are conducted and from time to time unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility and/or facilities or areas secured or under the control of DHS or certain areas of a facility. As such, should any such security condition or operation arise, the Company will not hold DHS or any of its respective components, executives, officers, contractors, and/or employees liable for any interruption, postponement, orprohibition.

3.4 Company agrees to restore all DHS property or facilities damaged, used or altered by the Company in connection with the Production, to the same condition prior to commencement of the Production, normal wear and tear excepted.

3.5 All DHS activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. If adequate appropriations are not forthcoming, DHS has the unilateral right to terminate or postpone this Agreement. DHS endeavors to notify the Company withinten
(10) business days of commencement of Production unless there are unforeseen delays in notification.

Article IV – Data Rights and Other Intellectual Property Rights

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4.1 Rights in Data.

a. The term "data" as used in this Agreement means printed or recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, scripts, drawings, artists' concepts, photographs, film, and computer software and documentation thereof. This term data also includes electronically stored information, documents, email communications, data, information, and/or video footage (collectively called"ESI").

b. Company Data. Any data Company has created, developed, has control over, including copyrighted materials, trade secrets, commercial or financial information, for carrying out its responsibilities under this Agreement.

c. DHS Data. Any data DHS has created, developed, has control over, or received by Company in the course of filming that have been used only for purposes of the Production. This also includes data and DHS Visual Identities that DHS has provided to Company for uses by Company that requires pre-approval by DHS in accordance with Paragraph2.1(A)(iv).

4.2 Requests for Data Related to Production.

a. Requests for Data by DHS.

In consideration of the access granted to Company, Company agrees to produce any and all aforementioned data to DHS, or any of its components, executives, officers, and/or employees upon their written request that Company still maintains in its control. Such data shall be produced by the Company in response to such written request, without reason or justification for such request, or in response to an administrative subpoena or summons issued by any component of the
U.S. government (including, but not limited to, DHS) or its agencies or its entities within two (2) weeks of the Company's receipt of any such written request, subpoena, or summons, or a reasonable time thereafter. Company's duty to satisfy any of the aforementioned production requests shall extend for however long the Company continues to preserve said data. Such written requests, subpoenas, or summonses shall include sufficient information to allow Company to identify the relevant data and to provide data that is responsive to said written request, subpoena or summons.

Company's duty to satisfy any of the aforementioned production requests is separate and apart from, and wholly in addition to, Company's obligation and responsibilities under Paragraph 2.1(B) above. To the extent that any language of this Agreement is deemed by a court to implicate any of the Company's rights under 28 C.F.R. § 50.10, Company's written assent to the terms of this Agreement shall deem the Company a "consenting member of the news media" under the language of that Regulation and shall constitute a waiver of any rights under 28 C.F.R. § 50.10 for the limited purposes outlined herein.

b. Requests for Data by Third-Parties to Company.

Regarding third party demands to Company, the Company agrees that it will notify DHS as soon as practically possible, and no later than three (3) business days from the receipt of any and all requests, demands, or subpoenas for any information or data directly or indirectly obtained from DHS through the filming of the Production, or any other Company data that

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affects DHS equities, including DHS personnel, facilities, and operations. The Company agrees that prior to turning over any data or information or providing any testimony regarding information obtained in the process of filming the Production, Company will contact DHS to determine if DHS wishes to review such Company data or information, which will be granted if requested, and/or challenge or quash the demand for data and information, will provide DHS with copies of any such requests, demands, or subpoenas, and will reasonably cooperate with DHS if it determines to do so. DHS must timely take any action so as not to cause Company to default in responding to any compulsory process.

c. Requests for Data by Third-Parties to DHS.

If DHS receives a request for any Company Data provided to DHS as a result of this Agreement, (e.g., Freedom of Information Act (FOIA)), DHS will provide Company with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Company a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed statement of the reasons for which its disclosure objections are not sustained.

DHS will provide Company with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure data, in order that the matter maybe considered for possible judicial intervention. DHS will notify Company promptly of all instances in which requesters have brought suit seeking to compel disclosure of Company Data.

As a result, if Company provides data to DHS that contains copyrighted materials, trade secrets, commercial or financial information, Company shall identify such data with a suitable notice or legend in the submissions set forth herein. Provided the Company provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this Agreement, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Company agrees to identify any information herein such communications it considers to be commercial or financial information that the Company customarily keeps private or closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such information. Finally, Company will identify provisions contained herein of this final, signed agreement that it considersto be commercial and financial that Company customarily keeps private and closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such provisions until completion and airing of the production.

Finally, under the FOIA, third parties, including members of the public, may request this Agreement. The DHS Privacy Office (PRIV) will review the agreement under the FOIA to determine any withholdings that may apply. To expedite this review, Company will provide DHS with a copy of the agreement with any sensitive commercial information clearly portion-marked within 10 days of execution of the Agreement. The Agreement with portions marked as sensitive commercial information will be stored, maintained, and kept with the original by the

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DHS Office of Public Affairs (OPA) in accordance with DHS Records Disposition Schedule (RDS).

4.3 Intellectual Property Rights. All rights, including, without limitation, all rights under copyright, in and to the Production and all photography and sound recordings made by Company hereunder in any and all media, whether now known or hereafter devised, shall be solely owned in perpetuity worldwide by Company and/or its permitted assigned. For purposes of clarification, any use of the image or likeness of a DHS employee outside the scope of this Agreement shall be subject to the prior written consent of DHS.

Article V – Termination

5.1 This Agreement continues until terminated by withdrawal of the necessary Parties. Parties to the Agreement may, for reasonable cause, unilaterally withdraw from the Agreement at any time. Reasonable cause for withdrawal includes breach of the terms of the Agreement; cessation or cancellation of Company's need for DHS facility and personnel access, DHS' technical and production assistance, the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of relevant DHS Components, in connection with the Company's production; or any reason mutually agreed upon by the withdrawing Parties. Withdrawal from this Agreement is communicated by formal written notice from the withdrawing Party to the other Parties. The withdrawal of a single Party to this Agreement does not alter the Agreement as it applies to the remaining Parties. In the event of withdrawal from this Agreement by a Party, ongoing authorizations granted under the terms of this Agreement, by the withdrawing Party, immediately cease.

5.2 In the event DHS is considering unilateral termination of this Agreement for material breach or potential material breach of this Agreement by Company, DHS shall notify Company of any such breach or potential breach in writing within ten (10) business days of learning of such breach or potential breach and provide Company a reasonable amount of time in which to cure, which shall not be more than thirty (30) days. The termination of this Agreement shall not affect Company's rights to the recordings previously made, the right to use the Approved Production and the DHS Visual Identities and the right to produce, exhibit, distribute, promote, advertise and otherwise exploit the Production; provided such DHS Materials are used in accordance with all terms of this Agreement and have been approved by DHS to the extent required herein.

5.3 If the Production is to be released after termination of this Agreement for any reason, the provisions of Article II will remain in effect. In the event of such termination, the use of credit lines for DHS's support of the production will not be made without DHS's prior written permission.

Article VI – Disputes

6.1 Except as otherwise provided, all disputes concerning questions of fact or law arising under this Agreement will first be referred in writing to the appropriate contacts at the Company and DHS. DHS and the Company will seek to resolve any dispute by mutual agreement, which when reached, will be final and conclusive. To the extent that the Parties cannot reach such an agreement, the provisions of Article
6.2 will be followed.

6.2 Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration.

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Each Party will endeavor to resolve the disagreement as quickly as possible, but not later than 30 days, at which point the Parties will forward the written presentation of the disagreement to the DHS signatoryto this Agreement. The DHS signatory will promptly issue a written opinion. Thereafter the Parties are entitled to all rights and remedies otherwise available to them underlaw.

6.3 The Parties agree that this Article shall be followed by the Parties in resolving any dispute arising under, or based on, an express or implied provision of this Agreement, including an alleged breach.

6.4 Nothing in this Article will delay DHS's right to terminate this Agreement due to a material breach, subject to Paragraph 5.2 above.

Article VII – Applicable Law & Venue

7.1 United States Federal Law governs this Agreement for all purposes, including, but notlimited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The venue for all disputes arising under or related to this Agreement or DHS' assistance with the Production is the District ofColumbia.

Article VIII – Assignment of Rights

Company may assign rights to another person or entity under this Agreement or any part of its rights under this Agreement, if expressly agreed to in writing by DHS. Such agreement will not be unreasonably withheld. DHS hereby approves assignment of this Agreement to the distributor(s) of the Production.

Article IX – Revision/Modification

It is the intent of DHS and the Company to implement this Agreement in the form in which it is signed. However, the signatories of this Agreement or their designees may by mutual written consent revise this Agreement. A revision to the Agreement does not in and of itself require consideration in order to take effect, but consideration may be a factor in a specific revision tothe Agreement. In the event any portion of this Agreement is determined to be invalid under any applicable law, such provision is to be deemed void and the remainder of this Agreement continues in full force and effect.

Article X – Term

The term of this Agreement (the "Term") shall commence on the date this Agreement is executed by DHS and shall continue for the life of the Series unless earlier terminated as set forth herein.

Article XI – Notices

Any notice to be given hereunder will be in writing and personally delivered or sent by registered or certified mail, postage prepaid, to the Parties at the following addresses or at such address as the respective Parties may from time to time designate in writing:

FOR DHS: (DHS Representative)

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Dept. of Homeland Security
Office of Public Affairs
Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison
Office
(b)(6)

FOR : MEMENTO PRODUCTIONS
53 RUE DU FAUBOURG SAINT-ANTOINE 75011 PARIS France
(b)(6) PRODUCER
(b)(6)

CONTACT PERSON :
(b)(6) AUTHOR AND FILM DIRECTOR
115 RUE MANIN 75019 PARIS
(b)(6)

APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: BRANDON A ALVAREZ MONTGOMERY Digitally signed by BRANDON A ALVAREZ MONTGOMERY Date: 2022.11.21 14:26:47 -05'00'
DHS Director, Multimedia, Office of Public Affairs (Date)

With concurrence and approval by DHS Components affiliated with this Production, pursuant to DHS's Concurrence Slip.

By: (b)(6) 2022/11/18
(Date)

Printed PRODUCER
(b)(6)

MEMENTO
du faubourg St Antoine sas
(b)(6)

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Homeland Security

ATTACHMENT A
***FOR INFORMATONAL PURPOSES ONLY**
INTERNAL BETWEEN DHS AND ITS EMPLOYEES

APPEARANCE RELEASE
Department of Homeland Security

I, [NAME OF EMPLOYEE], as a Department of Homeland Security (DHS) employee, agree to appear on the Program ["NAME OF PROGRAM"] (the PROGRAM") for [NAME OF COMPANY] or its assigns (the COMPANY) in my official capacity on behalf of DHS. I authorize COMPANY to film me for the PROGRAM and have no objection to the audio, photographic, or video recording of me, my voice, likeness, conversation, and sounds in conjunction with the PROGRAM, nor to the use, exhibition, distribution and broadcast by COMPANY and its parents, affiliates, subsidiaries, licensees, successors and assigns, or to official use by DHS, of my appearance in conjunction with the PROGRAM an unlimited number of times in perpetuity in any and all media and manner whether now known or hereafter devised throughout the world, nor to the use of my name, photograph, likeness, voice, or biographical material used in conjunction therewith, and for the publicity or promotion thereof, provided that none of the above be used in any manner such as to constitute or otherwise imply an endorsement of any non-Federal individual or entity or the products or services of any non-Federal individual or entity by me, the Department of Homeland Security, or the U.S. Government. My appearance in the PROGRAM cannot be used by COMPANY to constitute or otherwise imply an endorsement of either entity or their individual or combined programs or services.

Although other elements of the PROGRAM may be subject to copyright protection, it should be noted that my appearance is considered to be part of my official duties as an employee of the United States Government, and as such, is not subject to United States Copyright protection pursuant to 17 U.S.C. §105. Any rights in my appearance, outside of the United States, which may be asserted, vest upon creation of the work, in the United States Government as my employer.

All credit for my participation should be attributed to The United States Department of Homeland Security, if any. I hereby relinquish all rights in my appearance to DHS as my employer. All rights and liabilities associated with my appearance and participation in the PROGRAM accrues to DHS as my employer according to the terms of the Multimedia Agreement between DHS and COMPANY, the terms of which are hereby incorporated by reference.

I acknowledge continued compliance with all DHS confidentiality policies, including that which requires me to keep confidential my participation in the PROGRAM.

I acknowledge and agree I will not retain any rights or make any individual claim or action against COMPANY and its respective parents, subsidiaries and affiliated companies and any of their successors, licensees and assigns for damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way arise out of or result from my appearance in the PROGRAM, or the exploitation or promotion of the PROGRAM.

I agree by authorizing filming, a copy of this release will be provided to COMPANY.

_____ _____
Signature Print Name

_____ _____
Title Date

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151-2022

DHS MULTIMEDIA AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND [New Debate Inc. and Timebomb Pictures]

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself (hereinafter, Agreement collectively "DHS") and [New Debate Inc. and Timebomb Pictures] (hereinafter "Company" or "the Company"). This expresses the terms and conditions under which DHS will provide the Company with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS Visual Identities[1], in connection with the Company's production with the working title of "[SECTION 1591]" and Festival Circuit prior to sales and distribution (hereinafter "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.1 Company's Responsibilities.

A. Company will undertake the following:

i. Acknowledge it has read, understood, and accept the requirements of the DHS Instruction 109-01-001, Instruction on the Participation of the Department of Homeland Security with Film and Television Productions, and DHS Multimedia Guidelines for Filming ("DHS Instruction 109-01-001").

ii. Submit for DHS review, through the representative that DHS designates for this Production or their designee ("DHS Representative"), the proposed pilot and/or series shooting schedule, treatment, and outline of the Production. If approved, DHS will issue a written authorization regarding the shooting schedule, treatment and/or outline of the Production ("Approved Production").

iii. Submit in writing to DHS any proposed changes to the shooting schedule, treatment or outline. Revisions to the shooting schedule, treatment or outline must be approved in writing by DHS before the revision can be implemented. However, once principal photography of the Production has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent revisions of the shooting schedule, treatment or outline. Any changes made pursuant to such verbal approval will thereafter be confirmed in writing by the Company and signed by the DHS Representative before the Production is first aired or first released for public consumption.

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[1] "DHS Visual Identities," as used in this Agreement, means the DHS or DHS component name, initials, seal, insignia, trademarks, collective membership marks, trade dress or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

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Dept. of Homeland Security
Office of Public Affairs
Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison
Office
(b)(6)

FOR New Debate Inc and Timebomb Pictures:
CONTACT: (b)(6) New Debate Inc. and Chief Creative Officer (Co-Director & Co-Producer)
ADDRESS, PHONE, EMAIL:
9595 Wilshire Blvd
Suite 900
Beverly Hills, CA 90212
(b)(6)

APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete sanfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6) 4-12-22
DHS Director, Multimedia, Office of Public Affairs (Date)

With concurrence and approval by DHS Components affiliated with this Production, pursuant to DHS's Concurrence Slip.

New Debate Inc

By: (b)(6) 4/8/22
(Date)

Printed: (b)(6)

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APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By:_____ 11-19-2021

DHS Director, Multimedia, Office of Public Affairs (Date)

Company

By:_____ 11/19/21

(Date)

Printed: Tyler Kidd

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DHS MULTIMEDIA AGREEMENT 2022
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
Michelle Khare, INC

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself (hereinafter, collectively "DHS") and (b)(6) (hereinafter "Company" or "the Company"). This Agreement expresses the terms and conditions under which DHS will provide the Company with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS Visual Identities[1], in connection with the Company's production with the working title of "[Challenge Accepted (WORKING TITLE)]" and Michelle Khare's social media channels (hereinafter "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.1 Company's Responsibilities.

A. Company will undertake the following:

i. Acknowledge it has read, understood, and accept the requirements of the DHS Instruction 109-01-001, Instruction on the Participation of the Department of Homeland Security with Film and Television Productions, and DHS Multimedia Guidelines for Filming ("DHS Instruction 109-01-001").

ii. Submit for DHS review, through the representative that DHS designates for this Production or their designee ("DHS Representative"), the proposed pilot and/or series shooting schedule, treatment, and outline of the Production. If approved, DHS will issue a written authorization regarding the shooting schedule, treatment and/or outline of the Production ("Approved Production").

iii. Submit in writing to DHS any proposed changes to the shooting schedule, treatment or outline. Revisions to the shooting schedule, treatment or outline must be approved in writing by DHS before the revision can be implemented. However, once principal photography of the Production has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent revisions of the shooting schedule, treatment or outline. Any changes made pursuant to such verbal approval will thereafter be confirmed in writing by the Company and signed by the DHS Representative before the Production is first aired or first released for public consumption.

[1] "DHS Visual Identities," as used in this Agreement, means the DHS or DHS component name, initials, seal, insignia, trademarks, collective membership marks, trade dress or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

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iv. Submit written requests to the DHS Representative for permission to use any DHS Visual Identities that extend beyond the normal presence or appearance of those Visual Identities during "routine filming." DHS Visual Identities are considered to appear during "routine filming," or are considered "routinely filmed," when they appear in the Production on DHS uniforms, on/in DHS vehicles, or in any DHS-controlled area of a facility that DHS has authorized to be filmed. DHS hereby grants the Company the right to use such routinely filmed DHS Visual Identities material, without further approval from DHS, in the Production itself, and in connection with the Production, through its advertisements, promotions, publicity, marketing and other material relating to the Production. As stated above, any use of DHS Visual Identities that extend beyond their normal presence or appearance during routine filming must be requested in writing to the DHS Representative. However, once principal photography of the Project has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent usages of DHS Visual Identities. Any such verbal approval will thereafter be confirmed in writing by Company and signed by the DHS Representative before the Production is first aired or first released for public consumption. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the company in identifying DHS Visual Identities in advance.

v. Provide DHS, through the DHS Representative, with a viewing of a roughly edited but essentially final version of each episode at a stage in editing when changes can be accommodated ("Rough Cut"), solely to allow DHS to confirm: (1) the usage and depiction of DHS Visual Identities is in accordance with this Agreement and conforms to that represented in the Approved Production; (2) the Production contains no material factual inaccuracies referencing DHS; and (3) the Production does not disclose information which is restricted from disclosure by law, or written DHS policy, including but not limited to classified information, law enforcement or operationally sensitive information, commercial or financial subject to the Trade Secrets Act, or privacy sensitive information as stated in Paragraph 2.3.

vi. Make conforming changes, as DHS requires, so that DHS can approve the Rough Cut pursuant to Paragraph 2.1(A)(v) above. Such approval will not be unreasonably withheld. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Rough Cut within 5 business days, 8-5 pm (EST) excluding holidays, of receipt of the Rough Cut, subject to review of information described in Paragraph 2.1(A)(v). Company will give DHS ample notice as to when the Rough Cut will arrive for review. In the event of a disagreement, DHS's decision(s) is binding and final with respect to its sole determination that information described in Paragraph 2.1(A)(v) is not used or depicted absent DHS' prior written consent. In the event of disagreement, DHS and The Company will seek to resolve the Dispute under Article VI of this Agreement.

vii. Permit DHS, through the DHS Representative, to view the "Final Cut" of the Production solely to ensure that no information in Paragraph 2.1(A)(v) was disclosed. The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Final Cut within 3 business days, 8-5 pm (EST) excluding holidays, of receipt of the Final Cut, subject to review of information described in Paragraph 2.1(A)(v). Company will give DHS ample notice as to when the Final Cut will arrive for review. Such approval of the Final Cut will not be unreasonably withheld. However, in the event of a disagreement, DHS's decision(s) is binding and final with respect to its sole determination that the above-mentioned three (3) Final Cut criteria have been faithfully satisfied.

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viii. Adhere to government-wide laws, regulations and policies with respect to access to and use of Government property, including all established ethics, safety, and conduct standards. DHS will notify Company of any specific DHS regulations or policies that are unique to access and/or use of a specific DHS facility and/or facilities or areas secured or under the control of DHS.

ix. Not impair the operational capability and readiness of DHS or its personnel.

x. Agree that all official activities of DHS personnel in assisting the production must be within the scope of normal DHS activities. Employment/use of off-duty DHS personnel in the Production must adhere to DHS Instruction 109-01-001.

B. Company will use reasonable efforts to undertake the following:

i. Ensure that newly created publicity materials, press releases, announcements, or similar promotional matters ("Promotional Materials") for network airing are approved in writing by DHS prior to any public disclosure, to the extent the Promotional Materials incorporate footage (or stills therefrom) from the Approved Production or footage (or stills therefrom) using and/or depicting DHS Visual Identities in conformity with the Approved Production, though such footage is not ultimately contained in the Approved Production as released. However, similar to viewing and approving the Rough Cut, Company agrees that any Promotional Materials that includes DHS personnel, facilities or Visual Identities, or referencing DHS, must be reviewed and approved by DHS, through the DHS Representative, such approval not to be unreasonably withheld. DHS will endeavor to provide comments, if any, to Company about Promotional Materials within 5 business days, 8-5 pm (EST) excluding holidays, of its receipt of Promotional Materials. Company will provide DHS still images from the production which may include artwork of or for the production.

ii. Permit DHS, through the DHS Representative, open access to and on the production sets or sites involving DHS personnel/assets/facilities, so that DHS may fully observe production efforts to ensure compliance with the terms of the Agreement and resolve any issues that arise regarding the Production or this Agreement.

iii. Include the following wording in the end titles used in the Final Cut of the Production: *"All trademarks are the property of their respective owners. All trademarks used in this production is for identification purposes only. Use of these trademarks does not imply endorsement."* The inadvertent failure to include any or all such language shall not be deemed a material breach of this Agreement if promptly and reasonably remedied following Company's receipt of written notice of such failure.

iv. After the Production broadcast, DHS may request and be provided a copy of the aired version provided to the DHS Representative, as well as the final transcript or shooting script (as applicable) and narration outline, if such Promotional Materials were created.

v. When filming scenes on DHS-controlled property, or filming scenes involving DHS activities, post prominent notices where filming will occur. These notices must alert the public of the nature and purpose of the filming and provide alternatives to those persons who would be individually identifiable in any filming who do not wish to be filmed. If any persons, including DHS personnel or other third parties who are under DHS control, who are filmed and can be individually identified, Company must obtain any required written release from such persons allowing their image and/or voice or other personally identifiable information to be used in the production. The DHS Representative will ensure that DHS personnel or other third parties under DHS control, if appropriate, complete an approved

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written release. Company is obligated to provide such releases to DHS; otherwise, Company is liable to DHS for any costs, attorneys' fees, or any other direct, indirect, or consequential damages to DHS resulting from litigation due to actions arising from such individuals infringing on their privacy rights.

2.2 DHS' Responsibilities. DHS will use reasonable efforts to undertake the following:

a. Facilitate production by enabling reasonable access, as permitted by law and consistent with DHS policy and operational requirements, to: (1) DHS facilities and/or facilities maintained, controlled, or secured by DHS; (2) records, personnel, and DHS Visual Identities necessary to assist Company in completion of the Production.

b. Participate in media events related to the Production only as requested by Company and/or the Production's distributors. DHS will not disclose any DHS proposed Promotional Materials relating to the Production without Company's prior written approval in each instance.

c. Designate a DHS Representative to be made available to the Company to facilitate any necessary technical assistance. The DHS Representative will be the point of contact for all technical and other research for this Production. This includes scheduling interviews, tours, and film footage necessary for the research on this Production.

d. Provide reasonable assistance in finding appropriate DHS materials (including audio, video, transcripts, and/or photos) ("DHS Materials") to be incorporated into the Production. If the DHS Materials include an identifiable person, and using the DHS Materials for commercial purposes may infringe upon that person's right of privacy, to the extent the person is a current or former DHS personnel or a third party under DHS control, DHS will provide reasonable assistance in identifying such person(s) and assisting the Company in obtaining permission from such person(s) for usage of the DHS Materials by the Company. Company recognizes that only each identifiable person, and not DHS, has the right to waive their own privacy rights, and DHS will not attempt to unduly influence any identifiable person to waive their rights if they do not wish to do so. Company further recognizes that DHS does not permit likenesses of current DHS employees to be used to endorse commercial products (other than in connection with the Production).

e. Provide or assist with necessary approvals or releases from appropriate DHS personnel in connection with the use of the DHS Materials. Each DHS personnel appearing in the Production will affirmatively acknowledge, through the DHS Appearance Release, that they are appearing in an official capacity and all rights and liabilities associated with the employee's participation accrues to DHS as the employer. Company shall be provided individual signed copies of fully executed DHS Appearance Releases, the terms of which are incorporated herein by reference and included as Attachment A of this Agreement.

f. Subject to the provisions of this Agreement, review and reasonably approve the use and/or the depiction of DHS Visual Identities by Company in the Production and in promotions for the Production, cooperate with Company in a timely manner in reviewing Company's usage of and/or depiction of DHS Visual Identities and portrayal of DHS and DHS employees.

g. Through the DHS Representative, determine the availability of DHS facilities and/or facilities maintained, controlled or secured by DHS for use in the Production. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the Company in identifying DHS Visual Identities and/or information subject to Paragraph 2.3.

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h. Warrant that the DHS Representative working on the Production is empowered by DHS to give the approvals set forth in Article II and that the Company can rely upon such approvals with respect to the Production to the extent provided in accordance with the terms of this Agreement. DHS agrees that the DHS Representative will review, and where appropriate approve, in a timely fashion any changes to the shooting schedule and other revisions to the Approved Production, as well as any requests for use of the name, initials, seal or insignia of DHS and its components after principal photography of the Project has commenced.

2.3 Company is hereby notified that DHS does not disclose Privacy Act (5 U.S.C. § 552a) information (personal sensitive information) of United States citizens or non-United States citizens subject to the Judicial Redress Act nor any other information protected from disclosure by regulation or law, including those protected by 8 C.F.R. § 208.6 and 8 U.S.C. § 1367. DHS has until the commencement of filming to notify the Company of any DHS privacy policies that can affect any DHS personnel, former DHS personnel, or other third party under DHS control to be filmed.

Article III – Use of DHS Facilities, Goods, and Resources

3.1 If the Company requests use of facilities, goods, and/or resources, as a condition of DHS assistance, the Company agrees:

a. To indemnify and hold harmless DHS, its components, executives, officers, contractors, and employees, against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Company's shooting of the Production, to include the use of DHS property or other assistance in connection with the Production at any time, to include pre-production, post-production, and DHS-provided orientation and/or training. This provision will not in any event indemnify or hold harmless DHS, its components, executives, officers, contractors and/or employees from and/or against any claims arising from defects in DHS property and/or negligence or willful misconduct on the part of DHS, CBP, ICE, HSI, or any of their respective components, executives, officers, contractors, and/or employees.

b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DHS to protect its interests in the property involved; to provide proof of adequate industry standard liability insurance, naming DHS as an additional insured.

3.2 All activities taking place on DHS facilities will comply with applicable requirements, including, without limitation: safety, environmental, aircraft, building, vessel, and security standards that are provided to Company. Access to a DHS facility, and/or facilities or areas secured or under the control of DHS, is contingent upon compliance by the Company with DHS security program conditions. These include, but are not limited to:

(1) The possession of all proper individual identification documents (e.g., driver's license, passport with appropriate visas).

(2) The inspection of all equipment and vehicles at any time.
(3) Production crew escort by designated official(s) throughout at all times, to include pre-production, post-production, and DHS-provided orientation and/or training.

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(4) Production crew cooperation and compliance with the directions of these designated DHS official(s) concerning security and safety issues at all times.

(5) Submission by Company personnel, including but not limited to production crew, who will be given access to DHS facilities and/or facilities or areas secured or under the control of DHS, to a background check by DHS.

3.3 All costs associated with security program support during production activity will be borne by the Company and negotiated with the respective DHS facility security services contractor prior to the commencement of filming. The Company acknowledges that all DHS properties, including component facilities, are active government facilities at which assigned responsibilities are conducted and from time to time unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility and/or facilities or areas secured or under the control of DHS or certain areas of a facility. As such, should any such security condition or operation arise, the Company will not hold DHS or any of its respective components, executives, officers, contractors, and/or employees liable for any interruption, postponement, or prohibition.

3.4 Company agrees to restore all DHS property or facilities damaged, used or altered by the Company in connection with the Production, to the same condition prior to commencement of the Production, normal wear and tear excepted.

3.5 All DHS activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. If adequate appropriations are not forthcoming, DHS has the unilateral right to terminate or postpone this Agreement. DHS endeavors to notify the Company within ten (10) business days of commencement of Production unless there are unforeseen delays in notification.

Article IV – Data Rights and Other Intellectual Property Rights

4.1 Rights in Data.

a. The term "data" as used in this Agreement means printed or recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, scripts, drawings, artists' concepts, photographs, film, and computer software and documentation thereof. This term data also includes electronically stored information, documents, email communications, data, information, and/or video footage (collectively called "ESI").

b. Company Data. Any data Company has created, developed, has control over, including copyrighted materials, trade secrets, commercial or financial information, for carrying out its responsibilities under this Agreement.

c. DHS Data. Any data DHS has created, developed, has control over, or received by Company in the course of filming that have been used only for purposes of the Production. This also includes data and DHS Visual Identities that DHS has provided to Company for uses by Company that requires pre-approval by DHS in accordance with Paragraph 2.1(A)(iv).

4.2 Requests for Data Related to Production.

a. Requests for Data by DHS.

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In consideration of the access granted to Company, Company agrees to produce any and all aforementioned data to DHS, or any of its components, executives, officers, and/or employees upon their written request that Company still maintains in its control. Such data shall be produced by the Company in response to such written request, without reason or justification for such request, or in response to an administrative subpoena or summons issued by any component of the U.S. government (including, but not limited to, DHS) or its agencies or its entities within two (2) weeks of the Company's receipt of any such written request, subpoena, or summons, or a reasonable time thereafter. Company's duty to satisfy any of the aforementioned production requests shall extend for however long the Company continues to preserve said data. Such written requests, subpoenas, or summonses shall include sufficient information to allow Company to identify the relevant data and to provide data that is responsive to said written request, subpoena or summons.

Company's duty to satisfy any of the aforementioned production requests is separate and apart from, and wholly in addition to, Company's obligation and responsibilities under Paragraph 2.1(B) above. To the extent that any language of this Agreement is deemed by a court to implicate any of the Company's rights under 28 C.F.R. § 50.10, Company's written assent to the terms of this Agreement shall deem the Company a "consenting member of the news media" under the language of that Regulation and shall constitute a waiver of any rights under 28 C.F.R. § 50.10 for the limited purposes outlined herein.

b. Requests for Data by Third-Parties to Company.

Regarding third party demands to Company, the Company agrees that it will notify DHS as soon as practically possible, and no later than three (3) business days from the receipt of any requests, demands, or subpoenas for information or data obtained from DHS through the filming of the Production. The Company agrees that prior to turning over any data or information or providing any testimony regarding information obtained in the process of filming the Production, Company will contact DHS to determine if DHS wishes to challenge or quash the demand for information, will provide DHS with copies of any such requests, demands, or subpoenas, and will reasonably cooperate with DHS if it determines to do so. DHS must timely take any action so as not to cause Company to default in responding to any compulsory process.

c. Requests for Data by Third-Parties to DHS.

If DHS receives a request for any Company Data provided to DHS as a result of this Agreement, (e.g., Freedom of Information Act), DHS will provide Company with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Company a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed stated of the reasons for which its disclosure objections are not sustained. DHS will provide Company with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure data, in order that the matter maybe considered for possible judicial intervention. DHS will notify Company promptly of all instances in which requesters have brought suit seeking to compel disclosure of Company Data.

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As a result, if Company provides data to DHS that contains copyrighted materials, trade secrets, commercial or financial information, Company shall identify such data with a suitable notice or legend in the submissions set forth herein. Provided the Company provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this Agreement, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Company agrees to identify any information herein such communications it considers to be commercial or financial information that the Company customarily keeps private or closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such information. Finally, Company will identify provisions contained herein of this final, signed agreement that it considers to be commercial and financial that Company customarily keeps private and closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such provisions until completion and airing of the production.

4.3 Intellectual Property Rights. All rights, including, without limitation, all rights under copyright, in and to the Production and all photography and sound recordings made by Company hereunder in any and all media, whether now known or hereafter devised, shall be solely owned in perpetuity worldwide by Company and/or its permitted assigned. For purposes of clarification, any use of the image or likeness of a DHS employee outside the scope of this Agreement shall be subject to the prior written consent of DHS.

Article V – Termination

5.1 This Agreement continues until terminated by withdrawal of the necessary Parties. Parties to the Agreement may, for reasonable cause, unilaterally withdraw from the Agreement at any time. Reasonable cause for withdrawal includes breach of the terms of the Agreement; cessation or cancellation of Company's need for DHS facility and personnel access, DHS' technical and production assistance, the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of relevant DHS Components, in connection with the Company's production; or any reason mutually agreed upon by the withdrawing Parties. Withdrawal from this Agreement is communicated by formal written notice from the withdrawing Party to the other Parties. The withdrawal of a single Party to this Agreement does not alter the Agreement as it applies to the remaining Parties. In the event of withdrawal from this Agreement by a Party, ongoing authorizations granted under the terms of this Agreement, by the withdrawing Party, immediately cease.

5.2 In the event DHS is considering unilateral termination of this Agreement for material breach or potential material breach of this Agreement by Company, DHS shall notify Company of any such breach or potential breach in writing within ten (10) business days of learning of such breach or potential breach and provide Company a reasonable amount of time in which to cure, which shall not be more than thirty (30) days. The termination of this Agreement shall not affect Company's rights to the recordings previously made, the right to use the Approved Production and the DHS Visual Identities and the right to produce, exhibit, distribute, promote, advertise and otherwise exploit the Production; provided such DHS Materials are used in accordance with all terms of this Agreement and have been approved by DHS to the extent required herein.

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5.3 If the Production is to be released after termination of this Agreement for any reason, the provisions of Article II will remain in effect. In the event of such termination, the use of credit lines for DHS's support of the production will not be made without DHS's prior written permission.

Article VI – Disputes

6.1 Except as otherwise provided, all disputes concerning questions of fact or law arising under this Agreement will first be referred in writing to the appropriate contacts at the Company and DHS. DHS and the Company will seek to resolve any dispute by mutual agreement, which when reached, will be final and conclusive. To the extent that the Parties cannot reach such an agreement, the provisions of Article 6.2 will be followed.

6.2 Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. Each Party will endeavor to resolve the disagreement as quickly as possible, but not later than 30 days, at which point the Parties will forward the written presentation of the disagreement to the DHS signatory to this Agreement. The DHS signatory will promptly issue a written opinion. Thereafter the Parties are entitled to all rights and remedies otherwise available to them under law.

6.3 The Parties agree that this Article shall be followed by the Parties in resolving any dispute arising under, or based on, an express or implied provision of this Agreement, including an alleged breach.

6.4 Nothing in this Article will delay DHS's right to terminate this Agreement due to a material breach, subject to Paragraph 5.2 above.

Article VII – Applicable Law & Venue

7.1 United States Federal Law governs this Agreement for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The venue for all disputes arising under or related to this Agreement or DHS' assistance with the Production is the District of Columbia.

Article VIII – Assignment of Rights

Company may assign rights to another person or entity under this Agreement or any part of its rights under this Agreement, if expressly agreed to in writing by DHS. Such agreement will not be unreasonably withheld. DHS hereby approves assignment of this Agreement to the distributor(s) of the Production.

Article IX – Revision/Modification

It is the intent of DHS and the Company to implement this Agreement in the form in which it is signed. However, the signatories of this Agreement or their designees may by mutual written consent revise this Agreement. A revision to the Agreement does not in and of itself require consideration in order to take effect, but consideration may be a factor in a specific revision to the Agreement. In the event any portion of this Agreement is determined to be invalid under any applicable law, such provision is to be deemed void and the remainder of this Agreement continues in full force and effect.

Article X – Term

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The term of this Agreement (the "Term") shall commence on the date this Agreement is executed by DHS and shall continue for the life of the Series unless earlier terminated as set forth herein.

Article XI – Notices

Any notice to be given hereunder will be in writing and personally delivered or sent by registered or certified mail, postage prepaid, to the Parties at the following addresses or at such address as the respective Parties may from time to time designate in writing:

FOR DHS: (DHS Representative)

Department of Homeland Security
Office of Public Affairs
Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison Office
(b)(6)

FOR Company: (b)(6)
CONTACT PERSON, Company AND TITLE: (b)(6) EXECUTIVE PRODUCER
ADDRESS, PHONE, EMAIL:
4963 Cleburn
North Hollywood, CA 91601
(b)(6)

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APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)
DHS Director, Multimedia, Office of Public Affairs

1-24-2022
(Date)

Company

By: (b)(6)

Printed:

January 24, 2022
(Date)

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Homeland Security

ATTACHMENT A
***FOR INFORMATONAL PURPOSES ONLY**
INTERNAL BETWEEN DHS AND ITS EMPLOYEES

APPEARANCE RELEASE
Department of Homeland Security

I, [NAME OF EMPLOYEE], as a Department of Homeland Security (DHS) employee, agree to appear on the Program ["NAME OF PROGRAM"] (the PROGRAM") for [NAME OF Company] or its assigns (the Company) in my official capacity on behalf of DHS. I authorize Company to film me for the PROGRAM and have no objection to the audio, photographic, or video recording of me, my voice, likeness, conversation, and sounds in conjunction with the PROGRAM, nor to the use, exhibition, distribution and broadcast by Company and its parents, affiliates, subsidiaries, licensees, successors and assigns, or to official use by DHS, of my appearance in conjunction with the PROGRAM an unlimited number of times in perpetuity in any and all media and manner whether now known or hereafter devised throughout the world, nor to the use of my name, photograph, likeness, voice, or biographical material used in conjunction therewith, and for the publicity or promotion thereof, provided that none of the above be used in any manner such as to constitute or otherwise imply an endorsement of any non-Federal individual or entity or the products or services of any non-Federal individual or entity by me, the Department of Homeland Security, or the U.S. Government. My appearance in the PROGRAM cannot be used by Company to constitute or otherwise imply an endorsement of either entity or their individual or combined programs or services.

Although other elements of the PROGRAM may be subject to copyright protection, it should be noted that my appearance is considered to be part of my official duties as an employee of the United States Government, and as such, is not subject to United States Copyright protection pursuant to 17 U.S.C. §105. Any rights in my appearance, outside of the United States, which may be asserted, vest upon creation of the work, in the United States Government as my employer.

All credit for my participation should be attributed to The United States Department of Homeland Security, if any. I hereby relinquish all rights in my appearance to DHS as my employer. All rights and liabilities associated with my appearance and participation in the PROGRAM accrues to DHS as my employer according to the terms of the Multimedia Agreement between DHS and Company, the terms of which are hereby incorporated by reference. However, I also acknowledge that my participation is not a condition of my employment with DHS.

I acknowledge continued compliance with all DHS confidentiality policies, including that which requires me to keep confidential my participation in the PROGRAM, and ensure not to disclose any information which is restricted from disclosure by law or DHS policy, including personally identifiable information, is classified, or is law enforcement sensitive.

I acknowledge and agree I will not retain any rights or make any individual claim or action against Company and its respective parents, subsidiaries and affiliated companies and any of their successors, licensees and assigns for damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way arise out of or result from my appearance in the PROGRAM, or the exploitation or promotion of the PROGRAM.

I agree by authorizing filming, a copy of this release will be provided to Company.

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I acknowledge and agree that my authorization to film me for the PROGRAM has not been unduly influenced.

(b)(6)	(b)(6)
Signature	Print Name
C.E.O. Executive Producer	January 24, 2022
Title	Date

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APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By:_____ 3/7/2022

DHS Director, Multimedia, Office of Public Affairs (Date)

Company

By:_____ 3/4/22

(Date)

Printed: JEFFREY PLUNKETT, MUCK MEDIA

E. The working title of SPECIAL will be "Lost & Found."

5. Production. The parties agree that the television productions SPECIAL and SERIES as described below are "Production" with respect to the Agreement.

a. **Type of Production.** Television Documentary.

b. **Description of Production.**
i. ☒ A single stand alone Program.

Program Title or Individual Episode Titles	**Duration**
• **SPECIAL:** Lost & Found (wt)	1 x 60

c. **Production Number(s).**
• **SPECIAL:** ____TBD_____

d. **Production Treatment or Outline.** By signing below, DHS confirms that the Production Treatment or Outline constitutes Approved Materials for the following productions:
A. SPECIAL
i. ☐ Attached.
ii. ☒ Sent separately.

6. Acknowledgement of DHS Instruction 109-01-001. PRODUCER has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.

7. Full Force and Effect: Except as amended by this Production Description, the Agreement shall continue in full force and effect in accordance with the provisions thereof in effect on the date of execution and delivery of this Production Description.

Acknowledged and agreed:

NGC NETWORK US, LLC

By: (b)(6)

Print Name:

Title: EVP Operations and Business Affairs

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)

Print Name: Brandon A. Montgomery

Title: __Director, DHS OPA Multimedia_

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(b)(6)

APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)
DHS Director, Multimedia, Office of Public Affairs

9.7.2022
(Date)

Company

DocuSigned by:
By: (b)(6)
Prin

6/14/2022
(Date)

DS
MD

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DHS MULTIMEDIA AGREEMENT
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
VICE MEDIA LLC

Exhibit A

1. Effective Date. **07/18/2022**

2. Parties.

a. Vice Media LLC ("PRODUCER")
49 S 2nd Street
Brooklyn, NY 11249

Contact: Lacey Hughes
(b)(6)
Fax: N/A
Email: (b)(6)

b. Department of Homeland Security ("DHS")
Office of Public Affairs

Contact: Brandon Montgomery, Director, Office of Multimedia Liaison Office

(b)(6)

3. Pre-Existing Agreement. PRODUCER has read and agrees to be bound by the terms of an agreement dated **06/08/2015** between the Department of Homeland Security and **VICE MEDIA LLC** (the "Agreement").

4. Amendment of Existing Articles I and II of the Agreement. Article I and Article II of the pre-existing Agreement dated **06/08/2015** are hereby amended to:

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself and the following component agencies: **DHS ICE HOMELAND SECURITY INVESTIGATIONS**. This Agreement expresses the terms and conditions under which DHS will provide COMPANY with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of any DHS Components, in connection with the COMPANY's productions that feature DHS (hereinafter, collectively "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.0 Scope of Production

~~A. Production will include a television special (hereinafter "SPECIAL") and/or a weekly television program (hereinafter "SERIES").~~

~~B. SPECIAL will be a single 1 to 2 hour television episode that will air as part of COMPANY's preexisting COPS television programming on Spike TV.~~

~~C. SERIES will be a standalone spinoff series of weekly television programming that will air separately from COMPANY's preexisting **INSERT SERIES/SPECIAL NAME OR WORKING TITLE HERE** television programming.~~

~~D. SPECIAL will be a pilot episode that may or may not lead to the production of SERIES. Whether SERIES will be produced will be at the discretion of COMPANY and subject to Article II, §2.1 and 2.2 of the Agreement.~~

~~E. The SPECIAL and the SERIES will feature DHS components **AGENCY NAME HERE**.~~

~~F. The working title of SPECIAL will be "__TBD___."~~

~~G. The working title of SERIES will be "__TBD___."~~

H. Added: a one-off digital documentary-style video for publication on Producer's and Pfizer's respective owned and operated digital channels (including, without limitation, websites and social media channels).

5. Production. The parties agree that the television productions SPECIAL and SERIES as described below are "Production" with respect to the Agreement.

a. **Type of Production.** Digital Documentary-Style Video.

b. **Description of Production.**
   i. ☒ A single stand alone Program.

   ii. ☐ A series of Programs or episodes (unless otherwise specified, "Program" as used in this Agreement includes a series or individual episodes).

~~**Program Title or Individual Episode Titles**~~	~~**Duration**~~
~~• **SPECIAL:** ___Title TBD___~~	~~TBD x 60~~
~~• **SERIES:**~~	
~~• ___Episode 1 Title TBD__~~	~~TBD x 60~~
~~• ___Episode 2 Title TBD__~~	~~TBD x 60~~
~~• ___Episode 3 Title TBD__~~	~~TBD x 60~~
~~• ___Episode 4 Title TBD__~~	~~TBD x 60~~
~~• ___Episode 5 Title TBD__~~	~~TBD x 60~~

~~c. **Production Number(s).**~~
- ~~**SPECIAL**: ____TBD_____~~
- ~~**SERIES:** _____TBD_____~~

d. **Production Treatment or Outline.** By signing below, DHS confirms that the Production Treatment or Outline constitutes Approved Materials for the following productions:

A. SPECIAL
   i. ☐ Attached.
   ii. ☒ Sent separately.

B. SERIES
   ~~i. ☐ Attached.~~
   ~~ii. ☐ Sent separately.~~

6. Acknowledgement of DHS Instruction 109-01-001. PRODUCER has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.

7. Full Force and Effect: Except as amended by this Production Description, the Agreement shall continue in full force and effect in accordance with the provisions thereof in effect on the date of execution and delivery of this Production Description.

Acknowledged and agreed:

VICE MEDIA LLC

By: (b)(6)

Print Name: (b)(6)

Title: Producer

DEPARTMENT OF HOMELAND SECURITY

By: BRANDON A ALVAREZ MONTGOMERY Digitally signed by BRANDON A ALVAREZ MONTGOMERY Date: 2022.07.19 13:35:07 -04'00'

Print Name: Brandon A. Montgomery

Title: Director, DHS OPA Multimedia

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Homeland Security

LICENSE AND RELEASE

h2o Creative Group and Connect Glynn Educator Externship Academy

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security of 245 Murray Lane, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to h2o Creative Group, having a principle place of business at 1208 Newcastle St, Suite 101, Brunswick, GA 31520 to film portions of Connect Glynn Educator Externship Academy (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. *To film Connect Glynn Educator Externship Academy participants completing the shadowing component at the Federal Law Enforcement Training Center.* The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. The scenes are defined as the recorded filming by h2o Creative Group, on **November 2-3, 2022** for the PURPOSE. The recorded filming will be used as part of the show, h2o Creative Group.

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization and in compliance with the policies of DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

b. That this AGREEMENT is to provide h2o Creative Group the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that disparages DHS.

g. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

h. h2o Creative Group will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT and provide feedback to ensure compliance with the terms of this Agreement.

b. COMPANY, shall provide DHS an opportunity to watch a rough cut version of ANY SCENE WHEREAS DHS OR ITS AGENCY/IES ARE SHOWN OR DEPICTED (the "ROUGH CUT") to allow DHS to confirm that the edited version is in compliance with this AGREEMENT (i.e., that the CONTENT does not reveal any law enforcement sensitive or operational security or personal identifiable information, disparage DHS and does not constitute or otherwise imply an endorsement of any product or service by DHS). DHS shall provide its feedback to PRODUCTION within three (3) business days of receiving the ROUGH CUT. The ROUGH CUT may be provided in a secure format. DHS will conduct its review in a manner that respects privacy or disclosure requirements required by the production.

c. If the CONTENT continues to violate the AGREEMENT after receipt of DHS's feedback of the ROUGH CUT, DHS shall withdraw its approval.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as h2o Creative Group, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee official duties depicted in the CONTENT shall be deemed to provide verbal approval to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

c. Each recognizable, individual DHS employee may additionally provide a separate signed DHS Appearance Release to h20 Creative Group for use of the DHS employee's quote, statement or image included in the CONTENT.

d. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms

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and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project; (ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against h20 Creative Group based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with h2o Creative Group's use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from h2o Creative Group or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date:

On behalf of h2o Creative Group

(b)(6)

Title:Director of Communications and Marketing
Date: October 26, 2022

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DHS MULTIMEDIA AGREEMENT 2022
BETWEEN
THE UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
AND
MAKE WAVES

Article I – Scope and Authority

This Agreement is entered into between the Department of Homeland Security on behalf of itself (hereinafter, collectively "DHS") and MAKE Waves (hereinafter "Company" or "the Company"). This Agreement expresses the terms and conditions under which DHS will provide the Company with facility and personnel access, and DHS' technical and production assistance, and the use of the DHS Visual Identities[1], in connection with the Company's production with the working title of "Looted: Episode 2" and CHANNEL NEWS ASIA (hereinafter "Production"). DHS enters this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, 6 U.S.C. § 112(b).

Article II – Responsibilities

2.1 Company's Responsibilities.

A. Company will undertake the following:

i. Acknowledge it has read, understood, and accept the requirements of the DHS Instruction 109-01-001, Instruction on the Participation of the Department of Homeland Security with Film and Television Productions, and DHS Multimedia Guidelines for Filming ("DHS Instruction 109-01-001").

ii. Submit for DHS review, through the representative that DHS designates for this Production or their designee ("DHS Representative"), the proposed pilot and/or series shooting schedule, treatment, and outline of the Production. If approved, DHS will issue a written authorization regarding the shooting schedule, treatment and/or outline of the Production ("Approved Production").

iii. Submit in writing to DHS any proposed changes to the shooting schedule, treatment or outline. Revisions to the shooting schedule, treatment or outline must be approved in writing by DHS before the revision can be implemented. However, once principal photography of the Production has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent revisions of the shooting schedule, treatment or outline. Any changes made pursuant to such verbal approval will thereafter be confirmed in writing by the Company and signed by the DHS Representative before the Production is first aired or first released for public consumption.

[1] "DHS Visual Identities," as used in this Agreement, means the DHS or DHS component name, initials, seal, insignia, trademarks, collective membership marks, trade dress or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

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iv. Submit written requests to the DHS Representative for permission to use any DHS Visual Identities that extend beyond the normal presence or appearance of those Visual Identities during "routine filming." DHS Visual Identities are considered to appear during "routine filming," or are considered "routinely filmed," when they appear in the Production on DHS uniforms, on/in DHS vehicles, or in any DHS-controlled area of a facility that DHS has authorized to be filmed. DHS hereby grants the Company the right to use such routinely filmed DHS Visual Identities material, without further approval from DHS, in the Production itself, and in connection with the Production, through its advertisements, promotions, publicity, marketing and other material relating to the Production. As stated above, any use of DHS Visual Identities that extend beyond their normal presence or appearance during routine filming must be requested in writing to the DHS Representative. However, once principal photography of the Project has commenced, DHS, through the DHS Representative, in accordance with Paragraph 2.2(h), may give (and Company may rely upon) verbal approval of subsequent usages of DHS Visual Identities. Any such verbal approval will thereafter be confirmed in writing by Company and signed by the DHS Representative before the Production is first aired or first released for public consumption. The DHS Representative, prior to and during filming at any DHS location, will provide guidance and continued dialogue to assist the company in identifying DHS Visual Identities in advance.

v. Provide DHS, through the DHS Representative, with a viewing of a roughly edited but essentially final version of each episode at a stage in editing when changes can be accommodated ("Rough Cut"), solely to allow DHS to confirm: (1) the usage and depiction of DHS Visual Identities is in accordance with this Agreement and conforms to that represented in the Approved Production; (2) the Production contains no material factual inaccuracies referencing DHS; and (3) the Production does not disclose information which is restricted from disclosure by law, or written DHS policy, including but not limited to classified information, law enforcement or operationally sensitive information, commercial or financial subject to the Trade Secrets Act, or privacy sensitive information as stated in Paragraph 2.3.

vi. Make conforming changes, as DHS requires, so that DHS can approve the Rough Cut pursuant to Paragraph 2.1(A)(v) above. Such approval will not be unreasonably withheld. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Rough Cut within 5 business days, 8-5 pm (EST) excluding holidays, of receipt of the Rough Cut, subject to review of information described in Paragraph 2.1(A)(v). Company will give DHS ample notice as to when the Rough Cut will arrive for review. In the event of a disagreement, DHS's decision(s) is binding and final with respect to its sole determination that information described in Paragraph 2.1(A)(v) is not used or depicted absent DHS' prior written consent. In the event of disagreement, DHS and The Company will seek to resolve the Dispute under Article VI of this Agreement.

vii. Permit DHS, through the DHS Representative, to view the "Final Cut" of the Production solely to ensure that no information in Paragraph 2.1(A)(v) was disclosed. The Final Cut will include all final editing, including any captions, blurring of images and/or any voice-overs. It is acknowledged that time is of the essence during the post-production period, so DHS will endeavor to provide comments, if any, to Company about the Final Cut within 3 business days, 8-5 pm (EST) excluding holidays, of receipt of the Final Cut, subject to review of information described in Paragraph 2.1(A)(v). Company will give DHS ample notice as to when the Final Cut will arrive for review. Such approval of the Final Cut will not be unreasonably withheld. However, in the event of a disagreement, DHS's decision(s) is binding and final with respect to its sole determination that the above-mentioned three (3) Final Cut criteria have been faithfully satisfied.

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viii. Adhere to government-wide laws, regulations and policies with respect to access to and use of Government property, including all established ethics, safety, and conduct standards. DHS will notify Company of any specific DHS regulations or policies that are unique to access and/or use of a specific DHS facility and/or facilities or areas secured or under the control of DHS.

ix. Not impair the operational capability and readiness of DHS or its personnel.

x. Agree that all official activities of DHS personnel in assisting the production must be within the scope of normal DHS activities. Employment/use of off-duty DHS personnel in the Production must adhere to DHS Instruction 109-01-001.

B. Company will use reasonable efforts to undertake the following:

i. Ensure that newly created publicity materials, press releases, announcements, or similar promotional matters ("Promotional Materials") for network airing are approved in writing by DHS prior to any public disclosure, to the extent the Promotional Materials incorporate footage (or stills therefrom) from the Approved Production or footage (or stills therefrom) using and/or depicting DHS Visual Identities in conformity with the Approved Production, though such footage is not ultimately contained in the Approved Production as released. However, similar to viewing and approving the Rough Cut, Company agrees that any Promotional Materials that includes DHS personnel, facilities or Visual Identities, or referencing DHS, must be reviewed and approved by DHS, through the DHS Representative, such approval not to be unreasonably withheld. DHS will endeavor to provide comments, if any, to Company about Promotional Materials within 5 business days, 8-5 pm (EST) excluding holidays, of its receipt of Promotional Materials. Company will provide DHS still images from the production which may include artwork of or for the production.

ii. Permit DHS, through the DHS Representative, open access to and on the production sets or sites involving DHS personnel/assets/facilities, so that DHS may fully observe production efforts to ensure compliance with the terms of the Agreement and resolve any issues that arise regarding the Production or this Agreement.

iii. Include the following wording in the end titles used in the Final Cut of the Production: *"All trademarks are the property of their respective owners. All trademarks used in this production is for identification purposes only. Use of these trademarks does not imply endorsement."* The inadvertent failure to include any or all such language shall not be deemed a material breach of this Agreement if promptly and reasonably remedied following Company's receipt of written notice of such failure.

iv. After the Production broadcast, DHS may request and be provided a copy of the aired version provided to the DHS Representative, as well as the final transcript or shooting script (as applicable) and narration outline, if such Promotional Materials were created.

v. When filming scenes on DHS-controlled property, or filming scenes involving DHS activities, post prominent notices where filming will occur. These notices must alert the public of the nature and purpose of the filming and provide alternatives to those persons who would be individually identifiable in any filming who do not wish to be filmed. If any persons, including DHS personnel or other third parties who are under DHS control, who are filmed and can be individually identified, Company must obtain any required written release from such persons allowing their image and/or voice or other personally identifiable information to be used in the production. The DHS Representative will ensure

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that DHS personnel or other third parties under DHS control, if appropriate, complete an approved written release. Company is obligated to provide such releases to DHS; otherwise, Company is liable to DHS for any costs, attorneys' fees, or any other direct, indirect, or consequential damages to DHS resulting from litigation due to actions arising from such individuals infringing on their privacy rights.

2.2 DHS' Responsibilities. DHS will use reasonable efforts to undertake the following:

a. Facilitate production by enabling reasonable access, as permitted by law and consistent with DHS policy and operational requirements, to: (1) DHS facilities and/or facilities maintained, controlled, or secured by DHS; (2) records, personnel, and DHS Visual Identities necessary to assist Company in completion of the Production.

b. Participate in media events related to the Production only as requested by Company and/or the Production's distributors. DHS will not disclose any DHS proposed Promotional Materials relating to the Production without Company's prior written approval in each instance.

c. Designate a DHS Representative to be made available to the Company to facilitate any necessary technical assistance. The DHS Representative will be the point of contact for all technical and other research for this Production. This includes scheduling interviews, tours, and film footage necessary for the research on this Production.

d. Provide reasonable assistance in finding appropriate DHS materials (including audio, video, transcripts, and/or photos) ("DHS Materials") to be incorporated into the Production. If the DHS Materials include an identifiable person, and using the DHS Materials for commercial purposes may infringe upon that person's right of privacy, to the extent the person is a current or former DHS personnel or a third party under DHS control, DHS will provide reasonable assistance in identifying such person(s) and assisting the Company in obtaining permission from such person(s) for usage of the DHS Materials by the Company. Company recognizes that only each identifiable person, and not DHS, has the right to waive their own privacy rights, and DHS will not attempt to unduly influence any identifiable person to waive their rights if they do not wish to do so. Company further recognizes that DHS does not permit likenesses of current DHS employees to be used to endorse commercial products (other than in connection with the Production).

e. Provide or assist with necessary approvals or releases from appropriate DHS personnel in connection with the use of the DHS Materials. Each DHS personnel appearing in the Production will affirmatively acknowledge, through the DHS Appearance Release, that they are appearing in an official capacity and all rights and liabilities associated with the employee's participation accrues to DHS as the employer. Company shall be provided individual signed copies of fully executed DHS Appearance Releases, the terms of which are incorporated herein by reference and included as Attachment A of this Agreement.

f. Subject to the provisions of this Agreement, review and reasonably approve the use and/or the depiction of DHS Visual Identities by Company in the Production and in promotions for the Production, cooperate with Company in a timely manner in reviewing Company's usage of and/or depiction of DHS Visual Identities and portrayal of DHS and DHS employees.

g. Through the DHS Representative, determine the availability of DHS facilities and/or facilities maintained, controlled or secured by DHS for use in the Production. The DHS Representative, prior to

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and during filming at any DHS location, will provide guidance and continued dialogue to assist the Company in identifying DHS Visual Identities and/or information subject to Paragraph 2.3.

h. Warrant that the DHS Representative working on the Production is empowered by DHS to give the approvals set forth in Article II and that the Company can rely upon such approvals with respect to the Production to the extent provided in accordance with the terms of this Agreement. DHS agrees that the DHS Representative will review, and where appropriate approve, in a timely fashion any changes to the shooting schedule and other revisions to the Approved Production, as well as any requests for use of the name, initials, seal or insignia of DHS and its components after principal photography of the Project has commenced.

2.3 Company is hereby notified that DHS does not disclose Privacy Act (5 U.S.C. § 552a) information (personal sensitive information) of United States citizens or non-United States citizens subject to the Judicial Redress Act nor any other information protected from disclosure by regulation or law, including those protected by 8 C.F.R. § 208.6 and 8 U.S.C. § 1367. DHS has until the commencement of filming to notify the Company of any DHS privacy policies that can affect any DHS personnel, former DHS personnel, or other third party under DHS control to be filmed.

Article III – Use of DHS Facilities, Goods, and Resources

3.1 If the Company requests use of facilities, goods, and/or resources, as a condition of DHS assistance, the Company agrees:

a. To indemnify and hold harmless DHS, its components, executives, officers, contractors, and employees, against any claims (including claims for personal injury and death, damage to property, and reasonable outside attorneys' fees) arising from the Company's shooting of the Production, to include the use of DHS property or other assistance in connection with the Production at any time, to include pre-production, post-production, and DHS-provided orientation and/or training. This provision will not in any event indemnify or hold harmless DHS, its components, executives, officers, contractors and/or employees from and/or against any claims arising from defects in DHS property and/or negligence or willful misconduct on the part of DHS, CBP, ICE, HSI, or any of their respective components, executives, officers, contractors, and/or employees.

b. To maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DHS to protect its interests in the property involved; to provide proof of adequate industry standard liability insurance, naming DHS as an additional insured.

3.2 All activities taking place on DHS facilities will comply with applicable requirements, including, without limitation: safety, environmental, aircraft, building, vessel, and security standards that are provided to Company. Access to a DHS facility, and/or facilities or areas secured or under the control of DHS, is contingent upon compliance by the Company with DHS security program conditions. These include, but are not limited to:

(1) The possession of all proper individual identification documents (e.g., driver's license, passport with appropriate visas).

(2) The inspection of all equipment and vehicles at any time.

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(3) Production crew escort by designated official(s) throughout at all times, to include pre-production, post-production, and DHS-provided orientation and/or training.

(4) Production crew cooperation and compliance with the directions of these designated DHS official(s) concerning security and safety issues at all times.

(5) Submission by Company personnel, including but not limited to production crew, who will be given access to DHS facilities and/or facilities or areas secured or under the control of DHS, to a background check by DHS.

3.3 All costs associated with security program support during production activity will be borne by the Company and negotiated with the respective DHS facility security services contractor prior to the commencement of filming. The Company acknowledges that all DHS properties, including component facilities, are active government facilities at which assigned responsibilities are conducted and from time to time unforeseen security conditions or high priority operations may interrupt, postpone, or prohibit access to a facility and/or facilities or areas secured or under the control of DHS or certain areas of a facility. As such, should any such security condition or operation arise, the Company will not hold DHS or any of its respective components, executives, officers, contractors, and/or employees liable for any interruption, postponement, or prohibition.

3.4 Company agrees to restore all DHS property or facilities damaged, used or altered by the Company in connection with the Production, to the same condition prior to commencement of the Production, normal wear and tear excepted.

3.5 All DHS activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. If adequate appropriations are not forthcoming, DHS has the unilateral right to terminate or postpone this Agreement. DHS endeavors to notify the Company within ten (10) business days of commencement of Production unless there are unforeseen delays in notification.

Article IV – Data Rights and Other Intellectual Property Rights

4.1 Rights in Data.

a. The term "data" as used in this Agreement means printed or recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, scripts, drawings, artists' concepts, photographs, film, and computer software and documentation thereof. This term data also includes electronically stored information, documents, email communications, data, information, and/or video footage (collectively called "ESI").

b. Company Data. Any data Company has created, developed, has control over, including copyrighted materials, trade secrets, commercial or financial information, for carrying out its responsibilities under this Agreement.

c. DHS Data. Any data DHS has created, developed, has control over, or received by Company in the course of filming that have been used only for purposes of the Production. This also includes data and DHS Visual Identities that DHS has provided to Company for uses by Company that requires pre-approval by DHS in accordance with Paragraph 2.1(A)(iv).

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4.2 Requests for Data Related to Production.

a. Requests for Data by DHS.

In consideration of the access granted to Company, Company agrees to produce any and all aforementioned data to DHS, or any of its components, executives, officers, and/or employees upon their written request that Company still maintains in its control. Such data shall be produced by the Company in response to such written request, without reason or justification for such request, or in response to an administrative subpoena or summons issued by any component of the U.S. government (including, but not limited to, DHS) or its agencies or its entities within two (2) weeks of the Company's receipt of any such written request, subpoena, or summons, or a reasonable time thereafter. Company's duty to satisfy any of the aforementioned production requests shall extend for however long the Company continues to preserve said data. Such written requests, subpoenas, or summonses shall include sufficient information to allow Company to identify the relevant data and to provide data that is responsive to said written request, subpoena or summons.

Company's duty to satisfy any of the aforementioned production requests is separate and apart from, and wholly in addition to, Company's obligation and responsibilities under Paragraph 2.1(B) above. To the extent that any language of this Agreement is deemed by a court to implicate any of the Company's rights under 28 C.F.R. § 50.10, Company's written assent to the terms of this Agreement shall deem the Company a "consenting member of the news media" under the language of that Regulation and shall constitute a waiver of any rights under 28 C.F.R. § 50.10 for the limited purposes outlined herein.

b. Requests for Data by Third-Parties to Company.

Regarding third party demands to Company, the Company agrees that it will notify DHS as soon as practically possible, and no later than three (3) business days from the receipt of any requests, demands, or subpoenas for information or data obtained from DHS through the filming of the Production. The Company agrees that prior to turning over any data or information or providing any testimony regarding information obtained in the process of filming the Production, Company will contact DHS to determine if DHS wishes to challenge or quash the demand for information, will provide DHS with copies of any such requests, demands, or subpoenas, and will reasonably cooperate with DHS if it determines to do so. DHS must timely take any action so as not to cause Company to default in responding to any compulsory process.

c. Requests for Data by Third-Parties to DHS.

If DHS receives a request for any Company Data provided to DHS as a result of this Agreement, (e.g., Freedom of Information Act), DHS will provide Company with prompt written notice, unless it is readily determined by DHS that the information should not be disclosed or, on the other hand, that the information lawfully has been published or otherwise made available to the public. DHS will afford Company a period of at least ten (10) working days in which to object to the disclosure of any specified portion of the information and to state fully all grounds upon disclosure is opposed. DHS will consider all such specified grounds for nondisclosure prior to making an administrative determination of the issue and, in all instances in which the determination is to disclose, provide the submitter with a detailed stated of the reasons for which its disclosure objections are not sustained.

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DHS will provide Company with written notice of any final administrative disclosure determination not less than 10 (ten) working days prior to a specified disclosure data, in order that the matter maybe considered for possible judicial intervention. DHS will notify Company promptly of all instances in which requesters have brought suit seeking to compel disclosure of Company Data.

As a result, if Company provides data to DHS that contains copyrighted materials, trade secrets, commercial or financial information, Company shall identify such data with a suitable notice or legend in the submissions set forth herein. Provided the Company provides an adequate notice or legend detailing its confidential nature, DHS will maintain the data in confidence, to the extent permitted by applicable law, and disclose and use only for carrying out DHS' responsibilities under, or otherwise consistent with the terms of, this Agreement, or in compliance with an order by a court, or in defense of DHS (as it sees necessary) during litigation. Further, to ensure adequate protection by DHS, in any communications with DHS, including e-mail correspondence, Company agrees to identify any information herein such communications it considers to be commercial or financial information that the Company customarily keeps private or closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such information. Finally, Company will identify provisions contained herein of this final, signed agreement that it considers to be commercial and financial that Company customarily keeps private and closely-held. In response, and if reasonable, DHS will pledge an express assurance of confidentiality to such provisions until completion and airing of the production.

4.3 Intellectual Property Rights. All rights, including, without limitation, all rights under copyright, in and to the Production and all photography and sound recordings made by Company hereunder in any and all media, whether now known or hereafter devised, shall be solely owned in perpetuity worldwide by Company and/or its permitted assigned. For purposes of clarification, any use of the image or likeness of a DHS employee outside the scope of this Agreement shall be subject to the prior written consent of DHS.

Article V – Termination

5.1 This Agreement continues until terminated by withdrawal of the necessary Parties. Parties to the Agreement may, for reasonable cause, unilaterally withdraw from the Agreement at any time. Reasonable cause for withdrawal includes breach of the terms of the Agreement; cessation or cancellation of Company's need for DHS facility and personnel access, DHS' technical and production assistance, the use of the DHS name, initials, seal, insignia, or other Visual Identities or those of relevant DHS Components, in connection with the Company's production; or any reason mutually agreed upon by the withdrawing Parties. Withdrawal from this Agreement is communicated by formal written notice from the withdrawing Party to the other Parties. The withdrawal of a single Party to this Agreement does not alter the Agreement as it applies to the remaining Parties. In the event of withdrawal from this Agreement by a Party, ongoing authorizations granted under the terms of this Agreement, by the withdrawing Party, immediately cease.

5.2 In the event DHS is considering unilateral termination of this Agreement for material breach or potential material breach of this Agreement by Company, DHS shall notify Company of any such breach or potential breach in writing within ten (10) business days of learning of such breach or potential breach and provide Company a reasonable amount of time in which to cure, which shall not be more than thirty (30) days. The termination of this Agreement shall not affect Company's rights to the recordings previously made, the right to use the Approved Production and the DHS Visual Identities and the right to produce, exhibit, distribute, promote, advertise and otherwise exploit the Production; provided such DHS

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Materials are used in accordance with all terms of this Agreement and have been approved by DHS to the extent required herein.

5.3 If the Production is to be released after termination of this Agreement for any reason, the provisions of Article II will remain in effect. In the event of such termination, the use of credit lines for DHS's support of the production will not be made without DHS's prior written permission.

Article VI – Disputes

6.1 Except as otherwise provided, all disputes concerning questions of fact or law arising under this Agreement will first be referred in writing to the appropriate contacts at the Company and DHS. DHS and the Company will seek to resolve any dispute by mutual agreement, which when reached, will be final and conclusive. To the extent that the Parties cannot reach such an agreement, the provisions of Article 6.2 will be followed.

6.2 Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. Each Party will endeavor to resolve the disagreement as quickly as possible, but not later than 30 days, at which point the Parties will forward the written presentation of the disagreement to the DHS signatory to this Agreement. The DHS signatory will promptly issue a written opinion. Thereafter the Parties are entitled to all rights and remedies otherwise available to them under law.

6.3 The Parties agree that this Article shall be followed by the Parties in resolving any dispute arising under, or based on, an express or implied provision of this Agreement, including an alleged breach.

6.4 Nothing in this Article will delay DHS's right to terminate this Agreement due to a material breach, subject to Paragraph 5.2 above.

Article VII – Applicable Law & Venue

7.1 United States Federal Law governs this Agreement for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations, and remedies of the Parties. The venue for all disputes arising under or related to this Agreement or DHS' assistance with the Production is the District of Columbia.

Article VIII – Assignment of Rights

Company may assign rights to another person or entity under this Agreement or any part of its rights under this Agreement, if expressly agreed to in writing by DHS. Such agreement will not be unreasonably withheld. DHS hereby approves assignment of this Agreement to the distributor(s) of the Production.

Article IX – Revision/Modification

It is the intent of DHS and the Company to implement this Agreement in the form in which it is signed. However, the signatories of this Agreement or their designees may by mutual written consent revise this Agreement. A revision to the Agreement does not in and of itself require consideration in order to take effect, but consideration may be a factor in a specific revision to the Agreement. In the event any portion

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of this Agreement is determined to be invalid under any applicable law, such provision is to be deemed void and the remainder of this Agreement continues in full force and effect.

Article X – Term

The term of this Agreement (the "Term") shall commence on the date this Agreement is executed by DHS and shall continue for the life of the Series unless earlier terminated as set forth herein.

Article XI – Notices

Any notice to be given hereunder will be in writing and personally delivered or sent by registered or certified mail, postage prepaid, to the Parties at the following addresses or at such address as the respective Parties may from time to time designate in writing:

FOR DHS: (DHS Representative)

Department of Homeland Security
Office of Public Affairs
Attn: Brandon A. Montgomery,
Director, Office of Multimedia Liaison Office
(b)(6)

(b)(6)
Series Producer/ Director
MAKE Waves Pte Ltd
(b)(6)

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APPROVAL OF AGREEMENT

The undersigned Parties warrant that they have the authority to enter into this agreement and that the consent of no other party is necessary to effectuate the full and complete satisfaction of the provisions contained herein.

Executed at Washington, DC, by DHS and Company, on the dates noted:

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6) 6 July 2022

DHS Director, Multimedia, Office of Public Affairs (Date)

Company

By: (b)(6) 07/01/2022

Printed: (b)(6) (director) on behalf of MAKE Waves (Date)

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Homeland Security

ATTACHMENT A
***FOR INFORMATONAL PURPOSES ONLY**
INTERNAL BETWEEN DHS AND ITS EMPLOYEES

APPEARANCE RELEASE
Department of Homeland Security

I, [NAME OF EMPLOYEE], as a Department of Homeland Security (DHS) employee, agree to appear on the Program ["NAME OF PROGRAM"] (the PROGRAM") for [NAME OF Company] or its assigns (the Company) in my official capacity on behalf of DHS. I authorize Company to film me for the PROGRAM and have no objection to the audio, photographic, or video recording of me, my voice, likeness, conversation, and sounds in conjunction with the PROGRAM, nor to the use, exhibition, distribution and broadcast by Company and its parents, affiliates, subsidiaries, licensees, successors and assigns, or to official use by DHS, of my appearance in conjunction with the PROGRAM an unlimited number of times in perpetuity in any and all media and manner whether now known or hereafter devised throughout the world, nor to the use of my name, photograph, likeness, voice, or biographical material used in conjunction therewith, and for the publicity or promotion thereof, provided that none of the above be used in any manner such as to constitute or otherwise imply an endorsement of any non-Federal individual or entity or the products or services of any non-Federal individual or entity by me, the Department of Homeland Security, or the U.S. Government. My appearance in the PROGRAM cannot be used by Company to constitute or otherwise imply an endorsement of either entity or their individual or combined programs or services.

Although other elements of the PROGRAM may be subject to copyright protection, it should be noted that my appearance is considered to be part of my official duties as an employee of the United States Government, and as such, is not subject to United States Copyright protection pursuant to 17 U.S.C. §105. Any rights in my appearance, outside of the United States, which may be asserted, vest upon creation of the work, in the United States Government as my employer.

All credit for my participation should be attributed to The United States Department of Homeland Security, if any. I hereby relinquish all rights in my appearance to DHS as my employer. All rights and liabilities associated with my appearance and participation in the PROGRAM accrues to DHS as my employer according to the terms of the Multimedia Agreement between DHS and Company, the terms of which are hereby incorporated by reference. However, I also acknowledge that my participation is not a condition of my employment with DHS.

I acknowledge continued compliance with all DHS confidentiality policies, including that which requires me to keep confidential my participation in the PROGRAM, and ensure not to disclose any information which is restricted from disclosure by law or DHS policy, including personally identifiable information, is classified, or is law enforcement sensitive.

I acknowledge and agree I will not retain any rights or make any individual claim or action against Company and its respective parents, subsidiaries and affiliated companies and any of their successors, licensees and assigns for damages, losses, liabilities, costs, expenses, injuries or causes of action that in any way arise out of or result from my appearance in the PROGRAM, or the exploitation or promotion of the PROGRAM.

I agree by authorizing filming, a copy of this release will be provided to Company.

I acknowledge and agree that my authorization to film me for the PROGRAM has not been unduly influenced.

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Signature	Print Name
Title	Date

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- **Ice Airport Alaska Series 4 (working title)** **10 x 60 minutes**

c. **Production Treatment or Outline.** By signing below, DHS confirms that the Production Treatment or Outline constitutes Approved Materials for the following productions:
*The fourth series of the factual observational documentary series (10x60 minutes) provisionally titled "**Ice Airport Alaska Series 4**" which chronicles the day-to-day challenges and triumphs of the all-weather heroes who keep Alaska's airports open and freight and passengers flowing. From snow clearing and de-icing, to freight unloading and refuelling to VIPs, oil workers and tourists – this is the untold story of the airport that never closes for snow.*

4. Acknowledgement of DHS Instruction 109-01-001. PRODUCER has read, understands, and accepts the requirements of the DHS Instruction 109-01-001.

5. Full Force and Effect: Except as amended by this Production Description, the Agreement shall continue in full force and effect in accordance with the provisions thereof in effect on the date of execution and delivery of this Production Description.

Acknowledged and agreed:

RARE TELEVISION LTD

By: (b)(6)

Print Name:

Title: Production Manager

DEPARTMENT OF HOMELAND SECURITY

By: (b)(6)

Print Name: Brandon A. Montgomery

Title: Director, DHS OPA Multimedia

LICENSE AND RELEASE

{Gingrich Productions- Immigrants in America (working Title)}

I, Brandon Montgomery, Director of Multimedia, Motion Pictures, and Television, the Office of Public Affairs, on behalf of the United States Department of Homeland Security at 2707 Martin Luther King JR AVE, SE, Washington, D.C. 20585, ("DHS"), hereby provide a release and license to Gingrich Productions, having a principle place of business at 4501 N Fairfax Dr, Ste 900, Arlington, Virginia, 22203, to film portions of Immigrants In America (the "Project") in accordance with the terms of this Release and License ("AGREEMENT").

1. Purpose. *To use stills and video on the DHS website and potentially shoot a Naturalization Ceremony...* The foregoing shall also be referred to as the purpose ("PURPOSE").

2. Definitions.

a. "CONTENT" is defined as any depiction of DHS visual identities or equipment, or any quote or presentation given, or made by, or image recorded of those representing DHS filmed for the PURPOSE.

b. The scenes are defined as the recorded filming by Gingrich Productions, on **TBD** for the PURPOSE. The recorded filming will be used as part of the show, Immigrants in America (working title).

c. "DHS Visual Identities" is defined as the DHS or DHS component name, initials, seal, insignia, trade or certification marks of DHS or any DHS component or any combination, variation, or colorable imitation of them alone or in combination with other words used in a manner reasonably calculated to convey the impression of affiliation, connection, or endorsement by DHS or any DHS component.

3. Conditions. DHS provides the license and release in this AGREEMENT under the following conditions:

a. COMPANY agrees, and DHS acknowledges, that the filming will occur with proper DHS authorization and in compliance with the policies of DHS Management Directive No. 109-01, "Participation of and the Department of Homeland Security with Film and Television Productions", accompanying Instruction No. 109-01-001.

b. That this AGREEMENT is to provide COMPANY the legal authority required to use the CONTENT.

c. That the CONTENT will be displayed only as part of the Project and for the incidental publicity or promotion thereof.

d. That the CONTENT will NOT be used or displayed, for any other purpose without obtaining prior written consent from DHS.

e. That the CONTENT included in the SCENES will be in contextually accurate segments, as filmed.

f. That the CONTENT, as part of the Project, will not be used in a manner that disparages DHS.

g. That the use of the CONTENT will not be used in any manner as to constitute or otherwise imply an endorsement of any product or service by Department of Homeland Security, or by the Production, or create a joint venture (or similar relationship) between the parties.

h. COMPANY will acknowledge DHS' participation and approval of the filming of the CONTENT to the maximum extent allowed.

4. Review.

a. The DHS Director of Multimedia, Motion Pictures, and Television or an authorized DHS representative will review the recorded CONTENT and provide feedback to ensure compliance with the terms of this Agreement.

b. COMPANY, shall provide DHS an opportunity to watch a rough cut version of ANY SCENE WHEREAS DHS OR ITS AGENCY/IES ARE SHOWN OR DEPICTED (the "ROUGH CUT") to allow DHS to confirm that the edited version is in compliance with this AGREEMENT (i.e., that the CONTENT does not reveal any law enforcement sensitive or operational security or personal identifiable information, disparage DHS and does not constitute or otherwise imply an endorsement of any product or service by DHS). DHS shall provide its feedback to PRODUCTION within three (3) business days of receiving the ROUGH CUT. The ROUGH CUT may be provided in a secure format. DHS will conduct its review in a manner that respects privacy or disclosure requirements required by the production.

c. If the CONTENT continues to violate the AGREEMENT after receipt of DHS's feedback of the ROUGH CUT, DHS shall withdraw its approval.

5. Term. The term of this AGREEMENT begins upon the date of the last signature below and will continue for as long as COMPANY, including the CONTENT, is used pursuant to the terms of this AGREEMENT.

6. Copyright and Right of Publicity

a. Each recognizable, individual DHS employee recorded and depicted in the CONTENT must provide verbal approval to be recorded as part of his or her official duties and such approval shall be deemed to release COMPANY from any personal claims associated with the filming and use of the DHS employee recording or image in the CONTENT for use in the video production.

b. DHS recognizes that while certain aspects of production are subject to copyright protection, the appearance of any recognizable DHS employee is part of their official duties as employees of the United States Government. Because the employees of the United States Government and their inclusion in the CONTENT is with the approval and consent of the United States Department of Homeland Security, any other intellectual property rights to their image, voice and likeness are owned by the United States Government through the United States Department of Homeland Security.

c. Each recognizable, individual DHS employee may additionally provide a separate signed DHS Appearance Release to COMPANY for use of the DHS employee's quote, statement or image included in the CONTENT.

d. DHS acknowledges and agrees that all rights in the CONTENT and the Project, and including without limitation, all associated promotional materials containing the CONTENT in whole or in part, whether in copyright or other intellectual property shall be and shall remain the sole property of COMPANY, including without limitation, the perpetual rights throughout the universe, subject to the terms and conditions of this AGREEMENT: (i) to use, re-use or not use any or all of the CONTENT in the Project;

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(ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

_____

By: Brandon Montgomery
Title: Director of Multimedia, Motion Pictures, and Television
Date:

On behalf of Gingrich Productions

By: Taylor O. Swindle
Title: CFO
Date: 6/27/2022

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(ii) to edit, add to, juxtapose and combine all or any part of the CONTENT for use in the Project; (iii) to reproduce, exhibit, transmit, broadcast, distribute and otherwise exploit the Project in any and all manner, media, formats and markets and by any means, whether now known or hereafter devised, and to license others to do any of the foregoing; and (iv) to use the CONTENT, in whole or in part, in connection with promoting the Project.

7. Claims Release. DHS agrees not to assert any direct claims against COMPANY based solely upon defamation, invasion of the right of privacy, publicity or personality, copyright, or trademark infringement and unfair competition, or any other legal theory in connection with COMPANY'S use of the CONTENT in the Project.

8. No Compensation. DHS acknowledges that neither it, nor any of the DHS employee has received any compensation from COMPANY or others for any appearance in the CONTENT and that neither DHS nor any DHS employee will receive any future compensation from COMPANY or others for uses of the CONTENT related to the Project.

9. Choice of Laws. This Release is governed by and will be construed in accordance with Federal law.

On behalf of the United States Department of Homeland Security

(b)(6)

By: [illegible]
Title: Director of Multimedia, Motion Pictures, and Television
Date:

On behalf of Gingrich Productions

(b)(6)

By:
Title: CFO
Date: 6/27/2022

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